



## Council Communication

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:** EDGAR MEDINA, P.E. ASSISTANT TOWN ENGINEER, (480) 503-6754

**THROUGH:** MICHAEL GILLESPIE, P.E., TOWN ENGINEER  
KYLE MIERAS, AICP, DEVELOPMENT SERVICES DIRECTOR  
MARC SKOCYPEC, DEPUTY TOWN MANAGER

**MEETING DATE:** AUGUST 1, 2013

**SUBJECT:** APPROVAL OF CONSTRUCTION SERVICES CONTRACT WITH G.U.Y. CONSTRUCTION LLC., FOR THE PECOS ROAD CONDUIT INSTALLATION, CIP PROJECT NO. TS169.

**STRATEGIC INITIATIVE:** Infrastructure

This project supports Gilbert's strategic initiative for Infrastructure as it expands and improves the transportation system to meets the needs of Gilbert's citizens.

**LEGAL REVIEW**

☒ Complete

☐ N/A

**FINANCIAL REVIEW**

☒ Complete

☐ N/A

### RECOMMENDED MOTION

- A MOTION TO APPROVE A CONSTRUCTION SERVICES CONTRACT WITH G.U.Y. CONSTRUCTION LLC., FOR THE PECOS ROAD CONDUIT INSTALLATION, CIP PROJECT NO. TS169, CONTRACT NO. 2013-7008-0316 IN AN AMOUNT NOT TO EXCEED \$114,274.93 AND;
- AUTHORIZE AN EXPENDITURE APPROPRIATION TRANSFER FROM THE CIP CONTINGENCY IN THE AMOUNT OF \$40,000 TO CIP PROJECT NO. TS169 CONSTRUCTION BUDGET AND THE USE OF STREETS FUND BALANCE AS THE DESIGNATED REVENUE SOURCE, AND AUTHORIZE THE MAYOR TO EXECUTE THE REQUIRED DOCUMENTS.



## **BACKGROUND/DISCUSSION**

CIP project TS169 is included in the 2013-18 Capital Improvement Program (CIP) and provides for the design and construction of an interconnect conduit across East Maricopa Floodway (EMF) and Roosevelt Water Conservation District Canal (RWCD) along Pecos Road.

In general, this project will install conduit at locations along Pecos Road east of Greenfield Road where conduit gaps exist within this infrastructure. This project represents an initial phase of the future Gilbert-Queen Creek Fiber Interconnect project (TS152) that is schedule to install fiber optic cable in FY15, which will add nine traffic signals into the Town's fiber optic network.

In June 2013, competitive bidding for Pecos Road Conduit Installation was conducted, with a total of three (3) firms submitting bids for this project. The competitive bids resulted in G.U.Y. Construction LLC., as the lowest responsive and responsible bidder. The total bid results are as follows:

G.U.Y. Construction, LLC.	\$ 114,274.93
RK Sanders, Inc.	\$ 134,600.00
Roadway Electric, LLC.,	\$ 167,887.00

The Contract was reviewed for form by Special Counsel, Susan Goodwin.

## **FINANCIAL IMPACT**

This project is included in the 2013-2018 CIP as Project No. TS169 and is funded through Streets Fund. The proposed contract amount of \$114,274.93 exceeds the available F14 Construction Budget of \$75,000.00.

Approval of this contract requires a budget transfer from CIP Contingency into the TS169 Construction Budget, in the amount of \$40,000.00 to cover the contract amount.

### Summary of Contract Activity

Proposed Contract Amount	\$ 114,274.93	Approval Pending
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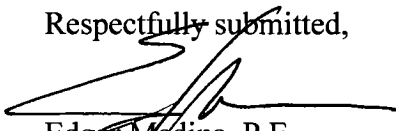
Project Accounting Codes: ts169-7540-8152

The financial impact was reviewed by Cris Parisot, Management and Budget Analyst

## **STAFF RECOMMENDATION**

Staff recommends that the Council publicly declare the bid complete, and award the contract to the lowest responsible and responsive bidder.

Respectfully submitted,



Edgar Medina, P.E.  
Assistant Town Engineer  
[edgar.medina@gilbertaz.gov](mailto:edgar.medina@gilbertaz.gov)

Attachments and Enclosures: Construction Services Contract



**CONSTRUCTION SERVICES CONTRACT  
FOR DESIGN-BID-BUILD (DBB) PROJECT**

**Project:** Pecos Road Conduit Installation  
**CIP No.:** TS169  
**Contract No.:** 2013-7008-0316  
**Date:** 06/19/2013



## **CONSTRUCTION SERVICES CONTRACT FOR DESIGN-BID-BUILD (DBB) PROJECT**

THIS CONTRACT, made and entered into this **1st day of August, 2013**, by and between the Town of Gilbert, Arizona, a municipal corporation organized and existing under and by virtue of the laws of the State of Arizona, hereinafter designated the "GILBERT" and **G.U.Y. Construction LLC.**, a corporation, hereinafter designated the "CONTRACTOR."

GILBERT and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

### **1.0 CONSTRUCTION SERVICES**

- 1.1 CONTRACTOR shall complete all work as specified or indicated in the Contract Documents. The work is known as and is hereinafter referred to as the **Pecos Road Conduit Installation Project** and is generally described as follows: **Installation of a single four-inch PVC conduit with collapsible inner ducts along the Pecos Road alignment across the East Maricopa Floodway and Roosevelt Water Conversation District canal and Connects to existing conduit on both ends.** The full scope of work is described in detail in the Contract Documents.
- 1.2 CONTRACTOR shall complete, provide and perform, or cause to be performed, all work in a proper and workmanlike manner, with appropriate consideration for public safety and convenience, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this Contract, and with the greatest economy, efficiency, and expediency consistent therewith all as more particularly described in the Contract Documents.

### **2.0 CONTRACT TIME**

- 2.1 CONTRACTOR shall submit to GILBERT, on or before the effective date of this Contract, a Critical Path Method (CPM) Construction Progress Schedule in Primavera compatible format, resource and cost loaded, indicating the times for starting and completing the various stages of the Work, including any Milestones specified in this Contract and as more fully described in the General Conditions and other Contract Documents. Revisions/updates to the CPM schedule shall be submitted to accurately reflect plans for completion of the work, but no less frequently than monthly.
- 2.2 Time is of the Essence. All of the time limits for Milestones, if any, for Substantial Completion and for Final Completion and readiness for final payments as stated in the Contract Documents, are of the essence for the Contract.
- 2.3 The Work shall be substantially complete within **85** working days after the date when the Contract Times commence to run as provided in the Notice to Proceed, and all Work shall be finally completed and ready for final payment in accordance with the Notice to Proceed within **115** working days after the date when the Contract Times commences to run.



- 2.4 Failure of CONTRACTOR to perform any covenant or condition contained in the Contract Documents within the time periods specified herein, shall constitute a material breach of this Contract entitling GILBERT to terminate the Contract unless CONTRACTOR applies for and receives an extension of time, in accordance with the procedures set forth in the Contract Documents.
- 2.5 Failure of GILBERT to insist upon the performance of any covenant or condition within the time periods specified herein, shall not constitute a waiver of CONTRACTOR'S duty to perform every other covenant or condition within the designated periods, unless a specific waiver is granted in writing for each such covenant or condition.
- 2.6 GILBERT's agreement to waive a specific time provision or to extend the time for performance shall not constitute a waiver of any other time provisions contained in the Contract Documents. Failure of CONTRACTOR to complete performance promptly within the additional time authorized in the waiver or extension of time agreement shall constitute a material breach of this Contract entitling GILBERT to all the remedies set forth herein or provided by law.
- 3.0 LIQUIDATED AND SPECIAL DAMAGES**

- 3.1 It is hereby agreed that the amounts per day set forth herein in paragraph 3.1.1 are reasonable estimates of such liquidated damages and that said amounts do in fact bear a reasonable relationship to the damage that would be sustained by GILBERT, and CONTRACTOR agrees to pay such liquidated damages as herein provided.
- 3.1.1 GILBERT and CONTRACTOR recognize that time is of the essence for this Contract and that GILBERT will suffer financial loss, in addition to and apart from the costs described in Paragraph 3.2, if the Work and/or portions of the Work are not performed and completed within the times specified, plus any extensions thereof allowed in accordance within the Contract Documents. GILBERT and CONTRACTOR also recognize the delays, expense, and difficulties involved in proving, through legal or arbitration proceedings, the actual loss suffered by GILBERT if the Work or portion of the Work is not completed on time. Accordingly, instead of requiring any such proof, GILBERT and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay GILBERT two hundred eighty dollars and no cents (\$280 ) for each working day that expires after the time specified for substantial completion, until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by GILBERT, CONTRACTOR shall pay GILBERT two hundred eighty dollars and no cents (\$280 ) for each working day that expires after the time specified for Final Completion and readiness for final payment.
- 3.2 Special Damages: In addition to the amounts provided for liquidated damages, CONTRACTOR shall pay GILBERT the actual costs reasonably incurred by GILBERT for GILBERT's PM/CM, if applicable, the Project Engineer and for engineering and inspection



forces employed on the Work for each working day that expires after the time specified for Final Completion, including any extensions thereof made in accordance with the Contract Documents, until the Work is finally complete. The rate for inspection services for this contract is \$75.00 per hour. The rate for the work by the Project Engineer for this Contract is \$ 100.00 per hour. Each of these hourly rates is calculated at time and one half for work required to be performed during other than normal business hours.

- 3.3 GILBERT may withhold and deduct from any payment due to CONTRACTOR the amount of liquidated damages, special damages, and other costs, such as CONTRACTOR'S failed testing costs or damages to other GILBERT property, from any moneys due CONTRACTOR under the Contract.

#### 4.0 CONTRACT PRICE

GILBERT shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents, an amount in current funds not to exceed the sum of **one hundred fourteen thousand, two hundred seventy-four dollars and ninety-three cents (\$114,274.93 )** as more specifically set forth in CONTRACTOR'S bid, and any additional amounts agreed to pursuant to valid CHANGE ORDER, approved by GILBERT.

#### 5.0 CONTRACT DOCUMENTS

The following documents are pertinent to the Project:

- 5.1 This Contract (pages 1 to 8, inclusive).
- 5.2 Addenda consisting of Numbers 1 to 3 inclusive.
- 5.3 The project Specifications dated entitled Special Conditions.
- 5.4 The project Drawings comprised of a set entitled Town of Gilbert Improvement Plans
- 5.5 Performance Bond (page F1-F-2 ) and Payment Bond (page G-1-G2 ).
- 5.6 The approved CPM Construction Schedule dated NA.
- 5.7 The project General Conditions (pages 1 to 99, inclusive).
- 5.8 The project Supplementary Conditions (pages SC-1 to SC-2) inclusive.
- 5.9 Notice to Proceed dated \_\_\_\_\_
- 5.10 CONTRACTOR'S List of Subcontractors (pages A-6 to A-7) inclusive.
- 5.11 CONTRACTOR'S Schedule of Manufacturers and Suppliers of Major Equipment and Material Items (page A-6).



5.12 The following which may be delivered or issued after the Effective Date of this Contract and are not attached hereto:

- A. Written Attachments
- B. Work Change Directives
- C. Change Order(s)

## **6.0 MISCELLANEOUS**

- 6.1 This Agreement shall inure to the benefit of, and shall be binding upon GILBERT and CONTRACTOR and their respective successors and assigns.
- 6.2 This Agreement may not be amended or any of its terms modified without the written consent of GILBERT and CONTRACTOR.
- 6.3 This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- 6.4 This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.
- 6.5 CONTRACTOR agrees he is an independent contractor and not an agent or employee of GILBERT. CONTRACTOR shall supervise and direct the WORK to be done, using his best skill and attention. CONTRACTOR shall be solely responsible for all construction means, methods, techniques, sequences, procedures and for coordinating all portions of the WORK, required by the CONTRACT DOCUMENTS. CONTRACTOR shall be responsible to GILBERT for the acts and omissions of his employees, SUBCONTRACTORS and their agents and employees, and other persons performing any of the WORK under any CONTRACT DOCUMENTS.
- 6.6 Should litigation be necessary to enforce any term or provision of this CONTRACT, or to collect any damages claimed or portion of the amount payable under this CONTRACT, then all litigation and collection expenses, witness fees, court costs, and attorney's fees shall be paid to the prevailing party. Nothing herein shall preclude non-binding arbitration if they so elect in the event of a dispute hereunder.
- 6.7 Under Section 38-511, Arizona Revised Statutes, as amended, GILBERT may cancel any CONTRACT it is a party to within three years after its execution and without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the CONTRACT on behalf of GILBERT is, at any time while the CONTRACT or any extension thereof is in effect, an employee or agent of any other party to the CONTRACT in any capacity or a consultant to any other party to the CONTRACT with respect to the subject matter of the CONTRACT. In the event GILBERT elects to exercise its rights under Section 38-511, Arizona Revised Statutes, as amended, GILBERT agrees to immediately give notice thereof to CONTRACTOR.



- 6.8 All notices and demands required or permitted by this CONTRACT shall be in writing and shall be deemed to have been given or properly served when (1) sent by Certified Mail (postage fully prepaid) to the respective address below or to such other address as may be furnished by either party pursuant to this Section; (2) delivered personally to the authorized representative of the parties to this CONTRACT; or (3) if given by telefacsimile, when addressed and transmitted to the respective telefacsimile number as specified below or to such other address or telefacsimile number as may be furnished by either party to the other pursuant to this Section, and the appropriate confirmation of transmittal is received. Any party giving notice or demand by telefacsimile immediately shall send the other party a copy of such notice or demand by Certified Mail (postage fully prepaid) to the respective address below or to such other address as may be furnished by either party pursuant to this Section.

**GILBERT:**

Edgar Medina  
Assistant Town Engineer  
Town of Gilbert  
90 East Civic Center Drive  
Gilbert, Arizona 85296

**CONTRACTOR:**

Michael Young  
Member  
G.U.Y. Construction LLC.  
1050 N. El Mirage Rd. Suite H-111  
Avondale, AZ 85233

- 6.9 No amendment or waiver of any provision of these CONTRACT DOCUMENTS nor consent to any departure by GILBERT shall be effective unless the same shall be in writing and signed by GILBERT. Such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.
- 6.10 No waiver by GILBERT of any default or breach by CONTRACTOR shall be deemed to be or constitute a waiver of any other or subsequent default or breach. GILBERT specifically reserves and shall have all rights and remedies available to it under the provisions of the CONTRACT DOCUMENTS.
- 6.11 Immigration Law Compliance Warranty:
- 6.11.1 As required by A.R.S. § 41-4401, Contractor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Contractor further warrants that after hiring an employee, Contractor verifies the employment eligibility of the employee through the E-Verify program.
- 6.11.2 If Contractor uses any subcontractors in performance of the Work, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program.
- 6.11.3 A breach of this warranty shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract. Contractor is



subject to a penalty of \$100 per day for the first violation, \$500 per day for the second violation, and \$1,000 per day for the third violation. Gilbert at its option may terminate the Contract after the third violation. Contractor shall not be deemed in material breach of this Contract if the Contractor and/or subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A).

6.11.4 Gilbert retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times.

6.11.5 If state law is amended, the parties may modify this paragraph consistent with state law.

6.12 Equal Treatment of Workers: CONTRACTOR shall keep fully informed of all federal and state laws, county and local ordinances, regulations, codes and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any way affect the conduct of the WORK. CONTRACTOR shall at all times observe and comply with all such laws, ordinances, regulations, codes, orders and decrees; this includes, but is not limited to laws and regulations ensuring equal treatment for all employees and against unfair employment practices, including the Occupational Safety and Health Administration ("OSHA") and the Fair Labor Standards Act ("FLSA"). CONTRACTOR shall protect and indemnify GILBERT and its representatives against any claim or liability arising from or based on the violation of such, whether by CONTRACTOR or its employees.

6.13 Sudan and Iran: Contractor warrants that it does not have scrutinized business operations in Sudan or Iran, as prohibited by A.R.S. §§ 35-391.06 and 35-393.06, and further acknowledge that any subcontractor who is contracted by Contractor to perform work pursuant to this Contract shall warrant that they do not have scrutinized business operations in Sudan or Iran.



IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and year first written above.

TOWN OF GILBERT

By: \_\_\_\_\_  
John Lewis, Mayor

ATTEST:

\_\_\_\_\_  
Catherine A. Templeton, CMC  
Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Curtis, Goodwin, Sullivan, Udall & Schwab, PLC  
Town Attorneys

By: \_\_\_\_\_

CONTRACTOR

\_\_\_\_\_  
By: \_\_\_\_\_

Title: \_\_\_\_\_



**TOWN OF GILBERT**

**CONSTRUCTION GENERAL CONDITIONS  
WITHOUT SEPARATE PROJECT MANAGER/CONSTRUCTION MANAGER (PM/CM)**

**For**

**Project Name: Pecos Road Conduit Installation**

**CIP No: TS169**

**Contract No: 2013-7008-0316**

**Date: 06/19/2013**



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**PART I**  
**GENERAL CONDITIONS**  
**INFORMATION FOR BIDDERS AND BIDDING REQUIREMENTS**

**1.1 ELIGIBILITY AND PREFERENCE**

Contracting with CONTRACTORS and SUBCONTRACTORS under the CONTRACT DOCUMENTS shall be governed by the provisions of Title 34 of the Arizona Revised Statutes, as amended.

**1.1.2 Eligibility of CONTRACTOR**

1.1.2.1 The BIDDER must have a minimum of five (5) years' experience in similar projects. A "similar project" is one that is similar in both nature and scope to this PROJECT. At least two (2) of the BIDDER'S Key Personnel must have a minimum of three (3) years' experience in similar projects. The BIDDER must demonstrate successful completion of at least two (2) similar projects, one of which must have a dollar value of at least seventy-five percent (75%) of the total bid for this PROJECT as set forth in the Bid Schedule, both within the past five (5) years. Total bid price does not include any GILBERT allowances identified. The BIDDER must demonstrate that it has an experienced employee who will serve as the scheduler, who is dedicated to this PROJECT, and who has successfully employed scheduling techniques appropriate for this PROJECT. "Key Personnel" is defined as individuals who will be directly assigned to this PROJECT and includes, but is not limited to, the owner, the Principals of the BIDDER, the Project Manager, the Project Superintendent, the scheduler, the BIDDER'S construction engineer, and supervisory personnel such as the foremen who will be directly assigned to this PROJECT. Resumes of Key Personnel shall be submitted upon request by GILBERT. "Successful completion" means completion of a project within the established schedule and budget.

1.1.2.2 **If requested by GILBERT**, the three apparent lowest BIDDERS shall submit the following documentation for GILBERT'S review and GILBERT may base its award of a CONTRACT on the information submitted:

- A. Evidence of loss history and underwriting criteria
- B. BIDDER'S safety program, including Experience Modifier (EMR)
- C. List of SUBCONTRACTORS
- D. CPA certified audits for the past three fiscal years of operations
- E. List of references
- F. Similar documents deemed necessary by GILBERT

**The documents shall be submitted to GILBERT no later than 72 hours**



**following the request of GILBERT.**

- 1.1.2.3 GILBERT may also conduct any investigation it deems necessary to determine the BIDDER'S ability to perform the WORK required by the CONTRACT DOCUMENTS. The purpose for requiring these documents is to assist GILBERT in evaluating the ability of a potential CONTRACTOR to perform the WORK in accordance with the CONTRACT DOCUMENTS in a safe manner.
- 1.1.2.4 References provided by CONTRACTOR are an integral part of BIDDER'S qualifications. References must be accurate. BIDDER authorizes GILBERT'S representative to verify any and all information from references contained herein and hereby releases all those concerned providing information as a reference from any liability in connection with any information they give.

**1.2 PRE-BID CONFERENCE**

A pre-bid conference will be held on **June 12, 2013 at 10:00am** MST at Conference room 300 , 50 E. Civic Center Drive Gilbert, AZ 85296. It is highly recommended that BIDDERS, CONTRACTORS, and other interested parties attend this conference that will be conducted by GILBERT to answer questions. BIDDER responsibility issues will be discussed, along with PROJECT requirements.

**1.3 SUBMITTING BIDS**

Bids to receive consideration shall be made in accordance with the following instructions:

- 1.3.1 Before submitting a bid, BIDDERS shall carefully examine the PLANS, read the SPECIFICATIONS and all other CONTRACT DOCUMENTS, visit the site of the WORK, fully inform themselves as to all existing conditions and limitations, and shall include sums in the bid covering the cost of each item included in the CONTRACT.
- 1.3.2 BIDDER shall include in the CONTRACT SUM all applicable taxes, permit fees and other costs to BIDDER.
- 1.3.3 BIDDER shall include in the total bid price all CONTRACTOR'S allowances stated in the BID SCHEDULE of the CONTRACT DOCUMENTS.

Any required allowances are set forth in the BID SCHEDULE. Unless otherwise provided in the CONTRACT DOCUMENTS:

- 1.3.3.1 Allowances shall cover the cost to the CONTRACTOR (less any applicable trade discount) of the MATERIALS including equipment required by the allowance, delivered at the site, and all applicable taxes, overhead, profit handling and other General Condition costs, unless Bid Unit Rates are available in the Bid Schedule. Unit Bid Rates from the Bid Schedule shall be used to determine the cost of a change to be paid from an Allowance, when applicable.
- 1.3.3.2 Any remaining Allowance Amount shall be returned to the GILBERT at the end of



the project by deductive change order.

- 1.3.3.3 Whenever the cost is more or less than the allowance, the CONTRACT PRICE shall be adjusted accordingly by CHANGE ORDER, the amount of which will recognize changes, if any, overhead, profit and other expenses.
- 1.3.4 Lump Sum and Unit Prices bid shall include overhead, profit, taxes, handling and other General Condition costs.
- 1.3.5 No bid will be considered unless it is made upon the bid forms contained in the book of CONTRACT DOCUMENTS. No bid shall be considered which is deemed as an irregular bid or which fails to conform in all material respects to the PLANS, SPECIFICATIONS and CONTRACT DOCUMENTS. Bids may be deemed irregular and may be considered non-responsive for any of the following reasons:
- 1.3.5.1 If the bid is on a form other than that furnished by GILBERT or if the form is altered.
- 1.3.5.2 If the BIDDER does not supply, or has improper or inadequate state contractor's license(s), to perform the WORK.
- 1.3.5.3 If there are unauthorized additions, statements, interlineations, alterations, conditional or alternate bids or other irregularities of any kind.
- 1.3.5.4 If the BIDDER adds any provisions reserving the right to accept or reject an AWARD or to enter into a CONTRACT pursuant to an AWARD.
- 1.3.5.5 If the BIDDER fails to submit any document listed in Section 1.3.1.11 or, when requested, the BIDDER fails to submit any documents or information pursuant to Sections 1.1.2 and 1.1.2.2.
- 1.3.5.6 If numbers are not stated both in writing and in figures where so required. In case of a difference in written words and figures in a bid, the amount stated in written words shall govern unless obviously in error.
- 1.3.5.7 If the bid contains a summary or restatement of the WORK to be done.
- 1.3.6 No oral or telephonic bids will be considered.
- 1.3.7 Bids shall be delivered to the office of Town Clerk, 50 East Civic Center Drive, Gilbert, Arizona on or before the day and hour set for the opening of bids in the Notice and Call for Bids as published. Bids shall be submitted in a sealed envelope, which shall be marked as indicated in the Notice and Call for Bids. It is the sole responsibility of the BIDDER to see that his bid is received in proper time. Any bids received after the scheduled closing time for receipt of bids will be returned to the BIDDER unopened.
- 1.3.8 Each and every provision of law and clause required by law to be inserted in the CONTRACT shall be deemed to be inserted so that the CONTRACT shall be read and enforced as though it were included therein.
- 1.3.9 BIDDERS shall familiarize themselves with the provisions of the laws, codes and regulations



of the State of Arizona, Maricopa County, local agencies and municipalities that have jurisdiction at the location of the SITE. CONTRACTORS shall comply with, and require all SUBCONTRACTORS to comply with, all state and local contractor's license laws.

**1.3.10 BID SUBMITTAL: The following documents shall be submitted with the bid:**

- A. Completed and signed Bid Forms**
- B. Bid Bond**
- C. No Collusion Affidavit**
- D. Authorized Signature Form**
- E. Bidder's Questionnaire**
- F. Copy(s) of Bidder's State of Arizona Contractor's License(s).**

**1.3.11** Bids must remain valid for 90 days following bid opening.

**1.4 BID SECURITY**

Each bid shall be accompanied by a certified check, cashier's check or bid bond from a surety company holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1 of the Arizona Revised Statutes, and any amendments thereto. The bonds shall be made payable and acceptable to GILBERT. The bid bond shall be for an amount equal to at least ten percent (10%) of the bid, payable without condition to GILBERT as a guarantee that the BIDDER, if awarded the CONTRACT, will promptly execute such CONTRACT in accordance with the bid and in manner and form required by these CONTRACT DOCUMENTS and will furnish good and sufficient bond for the faithful performance of the same. The surety bond shall not be executed by an individual surety or sureties. The check or bid bond of the successful BIDDER will be retained until the CONTRACT is signed and satisfactory bonds and certificates of insurance furnished, or other disposition made thereof. The check or bid bond of the BIDDERS whose proposal are not accepted by the Town of Gilbert Council will be returned promptly.

**1.5 SPECIAL NOTICE**

BIDDERS are required to inform themselves fully of the conditions relating to construction and labor under which the WORK will be or is now being performed.

**1.6 WITHDRAWAL OF BID**

Any BIDDER may withdraw or revise his bid by telegraphic or written request (but not electronic mail), at any time prior to the expiration of the time for the opening of bids as set forth in the Notice and Call for Bids. Any withdrawal or revision must be done on a copy of the bid form and must be signed by the person indicated on the Authorized Signature Form.

**1.7 INTERPRETATION OF PLANS AND DOCUMENTS**



- 1.7.1 If any person contemplating submitting a bid for the proposed WORK is in doubt as to the true meaning of any part of the PLANS, SPECIFICATIONS or other CONTRACT DOCUMENTS, or finds discrepancies in or omissions from the PLANS or SPECIFICATIONS, he may submit to ENGINEER a written request for an interpretation or correction thereof. The request must be made in writing and delivered at least six (6) days prior to bid opening. Any interpretation or correction of the CONTRACT DOCUMENTS will be made only by ADDENDUM. A copy of such ADDENDUM will be mailed or delivered to each person receiving a set of CONTRACT DOCUMENTS. GILBERT will not be responsible for any other explanations or interpretations of the CONTRACT DOCUMENTS.
- 1.7.2 Should conflicts occur in or between Drawings and SPECIFICATIONS, CONTRACTOR is deemed to have estimated the more expensive of the two unless he has asked for and obtained a written decision as required in Section 1.7.1 before submission of his bid as to which method or MATERIALS will be required.

## **1.8 SUBSTITUTION OF MATERIAL OR EQUIPMENT**

- 1.8.1 Where an item or MATERIAL is specified by a trade or manufacturer's name, it is done for the purpose of establishing a basis of quality, and not for the purpose of limiting competition. ENGINEER'S intent is to consider alternative products which have the desired essential characteristics. ENGINEER will consider any such product offered. Requests for approval of alternative products shall be made through BIDDERS bidding as prime contractors. No approvals for substitutions will be granted directly to suppliers, distributors, or subcontractors. Pursuant to A.R.S. § 34-104-C, the following procedures will be used:

- 1.8.1.2 BIDDERS desiring to submit alternative product proposals for prior approval of ENGINEER shall submit such proposals to ENGINEER at least eight (8) working days prior to the original deadline for receiving bids, or any published extension thereof. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute, including drawings, cuts, performance and test data, and any other information necessary for an evaluation. A statement setting forth any changes in other MATERIALS, equipment or other work that incorporation of the substitute would require shall be included. ENGINEER will consider such request and either approve or reject all alternative product proposals submitted.

If, by the close of the fifth day prior to the deadline for receiving bids, ENGINEER has approved any alternative product proposals, the BIDDING DOCUMENTS shall be modified to include the alternative products. ENGINEER shall publish the modification in the same manner as the original BIDDING DOCUMENTS at least five days prior to the deadline for receiving bids. ENGINEER'S decision of approval or disapproval of a proposed substitute shall be final. After the AWARD of CONTRACT, the equivalency evaluations conducted during the bidding period may be reviewed by appointment with ENGINEER.

- 1.8.2 Whenever an item of MATERIAL or piece of equipment is specified with at least two named



manufactures and is followed by the words "No other manufacturers will be considered", only the listed manufacturers will be considered by GILBERT and ENGINEER.

- 1.8.3 Whenever an item of MATERIAL or piece of equipment is specified with a named manufacturer, an "or equal" manufacturer shall apply whether the term "or equal" is listed or not listed within the SPECIFICATIONS.

## **1.9 ADDENDA**

Any ADDENDA issued during the time of bidding, shall become a part of the documents used by the BIDDER for the preparation of his bid, shall be covered by the bid and shall be made a part of the CONTRACT DOCUMENTS. It is the sole responsibility of the BIDDER to ensure that they have received and reviewed all ADDENDA, and that receipt of such ADDENDA is duly acknowledged on the Bid Form.

## **1.10 AWARD OR REJECTION OF BIDS**

- 1.10.1 The CONTRACT will be awarded to the lowest responsible BIDDER determined from the Base Bid, plus any combination of Bid Alternates that GILBERT may select, which comply with these instructions and with the Notice and Call for Bids. GILBERT, however, reserves the right to accept or reject any or all bids, to waive any informality or irregularity in the bids received or to withhold the AWARD for any reason GILBERT determines. Bids will be received until the time and date designated in the Notice and Call for Bids. Bids received after the designated time set will be returned to the BIDDERS unopened.
- 1.10.2 Bids shall be opened in public and the amount of the bid read aloud. After the bid opening, GILBERT shall analyze the bids and notify all BIDDERS of the name of the apparent low bidder or (2) if the analysis results in a recommendation to award the CONTRACT to a BIDDER other than the apparent low BIDDER, the BIDDER who's recommended for award of the CONTRACT. This will be done by issuing a Notice of Apparent Lowest Responsible Bidder. Such notice shall be given at least four (4) days prior to the date set for the AWARD of the CONTRACT.

## **1.11 BIDDERS INTERESTED IN MORE THAN ONE BID**

No person, firm, or corporation shall be allowed to make, file or to be interested in more than one (1) bid for the same WORK unless alternate bids are called for. A person, firm, or corporation who has submitted a subproposal to a BIDDER, or who quoted prices on MATERIALS to a BIDDER, is not thereby disqualified from submitting a subproposal or quoting prices to other BIDDERS, but must quote the same subproposal or price to all BIDDERS.

## **1.12 CONTRACT AND BONDS**

- 1.12.1 The successful BIDDER shall execute and deliver a CONTRACT in the prescribed form and shall furnish the required bonds within ten (10) days after issuance of a written Notice of Award



or his BID SECURITY shall be forfeited as provided elsewhere herein.

- 1.12.2 The successful BIDDER, simultaneously with the execution of the CONTRACT, will be required to furnish a PAYMENT BOND in an amount equal to one hundred percent (100%) of the CONTRACT SUM and a PERFORMANCE BOND in an amount equal to one hundred percent (100%) of the CONTRACT SUM.
- 1.12.3 The form of CONTRACT that the successful BIDDER as CONTRACTOR will be required to execute and the forms of bonds which he will be required to furnish along with a form of insurance certificate are included in the CONTRACT DOCUMENTS. The CONTRACT, the bonds and the insurance certificate will be executed in five (5) original counterparts.
- 1.12.4 Bonding companies and insurance carriers shall be "Best Rated A" or better by the A.M. Best Company or comparable rating as determined at the sole discretion of GILBERT. Each bond shall be executed by a surety (bonding company) duly licensed in and possessing a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance, pursuant to Title 20, Chapter 2, Article 11 and acceptable to GILBERT. The Surety Bond shall not be executed by an individual surety or sureties. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in the State of Arizona. The Bonds shall have attached thereto a certified copy of Power of Attorney for the signed official executing the bonds.

#### **1.13 ASSIGNMENT OF CONTRACT**

No assignment by CONTRACTOR of any CONTRACT to be entered into hereunder, or any part thereof, or of funds to be received there under by CONTRACTOR, will be recognized by GILBERT unless such assignment has had prior approval of GILBERT and the Surety has been given due notice of such assignment in writing and has consented thereto in writing.

#### **1.14 PLANS AND SPECIFICATIONS TO SUCCESSFUL BIDDER**

The successful BIDDER may obtain five (5) sets of PLANS and SPECIFICATIONS for this PROJECT at no extra cost.

#### **1.15 CONTRACT TIME**

CONTRACTOR shall commence WORK under the CONTRACT on the day indicated in the NOTICE TO PROCEED or within ten (10) working days thereafter and shall fully complete all WORK under the CONTRACT within 105 consecutive working days in accordance with Section 9.2. CONTRACTOR shall achieve SUBSTANTIAL COMPLETION within 85 working days after the date of the NOTICE TO PROCEED and FINAL COMPLETION within 105 working days in accordance with Section 9.2. No WORK shall commence prior to issuance of a NOTICE TO PROCEED, including mobilization on site. CONTRACTOR shall at all times during the continuance of the CONTRACT prosecute the WORK with such force and equipment as are sufficient to complete it within the time specified.



**1.16 NOTICE OF REQUIREMENT OF COMPLIANCE WITH PERMIT CONDITIONS**

This PROJECT includes work that will affect facilities of various agencies, including Roosevelt Water (RWCD), Maricopa County Flood Control District and other incidental unities. Applicable licenses, permits and specifications are bound herein and CONTRACTOR shall comply with all such specifications and permit conditions.

**1.17 ENGINEER**

- 1.17.1 This PROJECT will be coordinated by an ENGINEER, who will report the progress of the WORK and compliance with the CONTRACT DOCUMENTS to GILBERT. Generally, ENGINEER will (1) oversee the progress of the WORK, (2) receive submittals, requests for information and other information from CONTRACTOR, (3) make recommendations to GILBERT regarding CHANGE ORDERS and request for extensions of time, (4) make recommendations to GILBERT regarding requests for payment, (5) maintain PROJECT records, (6) determine SUBSTANTIAL and FINAL COMPLETION of the PROJECT, and (7) do other tasks related to the coordination of the WORK.
- 1.17.2 ENGINEER will review and approve shop drawings, make interpretations of the CONTRACT DOCUMENTS and make determinations regarding substitution of methods and MATERIALS. Other duties are set forth in the CONTRACT DOCUMENTS. Drawings and SPECIFICATIONS and copies thereof furnished by ENGINEER are and shall remain the property of GILBERT. They are to be used only with respect to this PROJECT and are not to be used on any other PROJECT.
- 1.17.3 ENGINEER will be GILBERT'S REPRESENTATIVE during the construction and until final payment to the CONTRACTOR is made. ENGINEER will advise and consult with GILBERT. All instructions to CONTRACTOR shall be forwarded through ENGINEER. ENGINEER will have the authority to act on behalf of GILBERT only to the extent provided in the CONTRACT DOCUMENTS. CONTRACTOR shall not be relieved from CONTRACTOR'S obligations to perform the WORK in accordance with the CONTRACT DOCUMENTS either by the activities or duties of ENGINEER MANAGER in its administration of the CONTRACT, or by inspections, tests or approvals required.

**1.18 SEPARATE CONTRACTS**

Separate CONTRACTS may be let by GILBERT to perform other or additional work on or near the WORK covered by this CONTRACT. CONTRACTOR shall be responsible for coordinating the sequencing of the WORK under those separate CONTRACT'S identified/listed in the SUPPLEMENTAL CONDITIONS of the CONTRACT DOCUMENTS. The bid shall include an amount for the administration of the sequencing of these CONTRACTS. The requirements of Section 5.8 shall apply.

**1.19 BID PROTESTS**



**The protest policy of the Town of Gilbert is available at the Town Clerk's office at 50 E. Civic Center Drive, Gilbert, Arizona 85296.**



## PART II

### GENERAL CONDITIONS

#### DEFINITIONS

Wherever in these SPECIFICATIONS, or in other CONTRACT DOCUMENTS, the following terms are used, the intent and meaning shall be interpreted as shown below. Additional definitions and abbreviations pertaining to this PROJECT will be found in the SUPPLEMENTAL CONDITIONS.

#### 2.1 DEFINITIONS

- 2.1.1 ADDENDUM: A written and/or graphic supplement to any of the CONTRACT DOCUMENTS issued, in writing, after ADVERTISEMENT of but prior to the opening of the bids for a CONTRACT.
- 2.1.2 ADVERTISEMENT: The public announcement, as required by law, inviting bids for WORK to be performed or MATERIALS to be furnished.
- 2.1.3 AWARD: The formal action of GILBERT Town Council in accepting a bid.
- 2.1.4 BID SECURITY: Refers to the certified check, cashier's check or surety bond which is required to be submitted with the bid to insure execution of the CONTRACT and the furnishing of the required bonds and insurance certificates.
- 2.1.5 BIDDER: Any individual, firm, partnership, or corporation submitting a bid for the work contemplated, acting directly or through a duly authorized agent.
- 2.1.6 CHANGE ORDER: A written order issued by GILBERT directing CONTRACTOR to make changes in the WORK or to perform extra work, and setting forth conditions for payment and adjustment in time of completion.
- 2.1.7 CLERK: The duly authorized person who performs the duties of Clerk of the Town of GILBERT.
- 2.1.8 CONTRACT: The written instrument executed by CONTRACTOR and GILBERT by which CONTRACTOR is bound to furnish all labor, equipment and MATERIALS, to perform the WORK specified and by which GILBERT is obligated to compensate CONTRACTOR therefore at the prices set forth therein. The CONTRACT DOCUMENTS are herewith by reference made a part of the CONTRACT as if fully set forth therein.
- 2.1.9 CONTRACT DOCUMENTS: The words "CONTRACT DOCUMENTS" include the Notice and Call for Bids, Information for BIDDERS and Bidding Requirements, General Conditions, SUPPLEMENTAL CONDITIONS, SPECIFICATIONS, Bid, CONTRACT, CONSTRUCTION SCHEDULE, PAYMENT BOND, PERFORMANCE BOND, PLANS, ENGINEER'S INSTRUCTION BULLETINS and all ADDENDA and Modifications thereto.



A Modification is (1) a written amendment to the CONTRACT signed by both parties, (2) a CHANGE ORDER, (3) a written interpretation issued by ENGINEER, or (4) a written order for a minor change in the WORK issued by ENGINEER.

- 2.1.10 CONTRACT SCHEDULE: The schedule produced by CONTRACTOR in response to the requirements of Section 5.1.
- 2.1.11 CONTRACT SUM: The total amount payable by GILBERT to CONTRACTOR for the performance of the WORK under the CONTRACT DOCUMENTS. The CONTRACT SUM is the amount stated in the CONTRACT and adjusted by any CHANGE ORDER issued pursuant to the CONTRACT DOCUMENTS.
- 2.1.12 CONTRACT TIME: The time set forth in the CONTRACT for completion of the WORK required by the CONTRACT DOCUMENTS.
- 2.1.13 CONTRACTOR: The individual, firm, partnership or corporation that has entered into a CONTRACT with GILBERT for the WORK. CONTRACTOR is required by law to be licensed in the classification of the WORK to be performed and will perform work or render services as a prime contractor.
- 2.1.14 DAYS: Unless otherwise designated, days will be understood to mean calendar days.
- 2.1.15 ENGINEER: The Architectural or Engineering firm designated by GILBERT to prepare PLANS and SPECIFICATIONS for the WORK, to make interpretations of the CONTRACT DOCUMENTS, to review and approve shop drawings and to perform other duties as set forth in the CONTRACT between GILBERT and ENGINEER. ENGINEER shall oversee the construction of the PROJECT.
- 2.1.16 FINAL COMPLETION: The date, more fully described in Section 9.2.2, when all items of the WORK are completely finished with no items of any scope outstanding or remaining to be completed, and all known defective work has been corrected. This is the date that initiates the Warranty period.
- 2.1.17 GILBERT: Town of Gilbert, Arizona.
- 2.1.18 GILBERT'S REPRESENTATIVE OR GILBERT'S AGENT: The authorized representative of GILBERT, assigned to the PROJECT WORK, the PROJECT Site or any part thereof during the performance of the WORK by CONTRACTOR and until final acceptance.
- 2.1.19 IMPROVEMENTS: Means the same as "WORK."
- 2.1.20 INITIAL CONTRACT SCHEDULE: The schedule prepared by CONTRACTOR in accordance with Section 5.1 and which includes the MILESTONE AND COMPLETION DATES specified in the CONTRACT DOCUMENTS.



- 2.1.21 MATERIALS: The word "MATERIALS" includes, in addition to material incorporated in the PROJECT, equipment and other supplies used in the performance of the WORK.
- 2.1.22 NOTICE OF APPARENT LOWEST RESPONSIBLE BIDDER: The notice given to inform all bidders of GILBERT staff's determination of the lowest responsible BIDDER and its recommendation for AWARD of the CONTRACT.
- 2.1.23 NOTICE OF AWARD: The notice given to inform the successful BIDDER of the AWARD of the CONTRACT.
- 2.1.24 NOTICE TO PROCEED: A directive issued by GILBERT authorizing CONTRACTOR to start the WORK or IMPROVEMENTS required in the CONTRACT.
- 2.1.25 PAYMENT BOND: A bond furnished by CONTRACTOR and an acceptable surety, in compliance with the requirements set forth in the CONTRACT DOCUMENTS, for the purpose of guaranteeing that CONTRACTOR promptly pays all monies due persons supplying labor or material to be used in prosecution of the CONTRACT.
- 2.1.26 PERFORMANCE BOND: A bond furnished by CONTRACTOR and an acceptable surety, in compliance with the requirements set forth in the CONTRACT DOCUMENTS, for the purpose of guaranteeing the faithful performance and completion of the WORK covered by the CONTRACT.
- 2.1.27 PLANS: All approved drawings or reproductions thereof pertaining to details of the WORK and which are made a part of the CONTRACT DOCUMENTS.
- 2.1.28 PROJECT: Means the same as "WORK" as defined below.
- 2.1.29 SITE: The area on which WORK is to be done as described in the CONTRACT DOCUMENTS.
- 2.1.30 SUPPLEMENTAL CONDITIONS: Those terms and conditions applicable to the WORK which are specifically set forth in the SUPPLEMENTAL CONDITIONS section of the CONTRACT DOCUMENTS.
- 2.1.31 SPECIFICATIONS: The descriptions, directions, provisions and requirements for performing the WORK as contained in the CONTRACT DOCUMENTS.
- 2.1.32 SUBCONTRACTOR: Those having a CONTRACT with CONTRACTOR for the performance of any WORK required by the CONTRACT DOCUMENTS.
- 2.1.33 SUBSTANTIAL COMPLETION: The date, more fully described in Section 9.2.1, when ENGINEER certifies, in writing, GILBERT may use or occupy the PROJECT or a designated portion thereof.



- 2.1.34 WORK: The word "WORK", "IMPROVEMENTS" or "PROJECT" includes any or all of the IMPROVEMENTS mentioned and authorized to be made, and the construction, reconstruction, and repair of all or any portion of such IMPROVEMENTS, and all labor, services, incidental expenses and material necessary or incidental thereto.
- 2.1.35 WORK DIRECTIVE: Supplemental drawings or instructions, which may be issued as necessary from time to time to make clear or define in greater detail the intent of the drawings and SPECIFICATIONS. A CHANGE ORDER shall accompany a WORK DIRECTIVE if extra cost and/or time are known to be involved.
- 2.1.36 WORKING DAYS: Working days are exclusive of Saturday, Sunday and GILBERT recognized legal holidays. In the event of a change, CONTRACTOR shall notify ENGINEER.



## **PART III**

### **GENERAL CONDITIONS**

#### **AWARD AND EXECUTION OF CONTRACT**

##### **3.1 AWARD**

- 3.1.1 As soon as practicable after the date of opening the bids, the GILBERT Town Council will AWARD the CONTRACT to the lowest responsible and responsive BIDDER or will reject all bids.
- 3.1.2 A NOTICE OF AWARD will be sent to the successful BIDDER by certified mail and shall be considered issued on the day sent.
- 3.1.3 The low bid will be determined by the lowest net total from a fully qualified and responsible BIDDER arrived at by combining the BIDDER'S lump sum and unit price totals or lump sum base bid price and the bid prices of the alternates that are selected and accepted by GILBERT. GILBERT may accept or reject any or all alternates.

##### **3.2 EXECUTION OF CONTRACT**

- 3.2.1 The successful BIDDER shall, within the time specified in Information for Bidders and Bidding Requirements, execute the CONTRACT, and shall file insurance policies and/or certificates of insurance as required herein. If CONTRACTOR fails or refuses to enter into the CONTRACT within the time stated, GILBERT may declare a forfeiture of his BID SECURITY as liquidated damages for failure to enter into the CONTRACT.
- 3.2.2 Execution of the CONTRACT by CONTRACTOR is a representation that CONTRACTOR has visited the SITE, become familiar with the local conditions under which the WORK is to be performed, and has correlated personal observations with the requirements of the CONTRACT DOCUMENTS.

##### **3.3 CONTRACTOR'S INSURANCE**

- 3.3.1 General: CONTRACTOR agrees to comply with all GILBERT ordinance and state and federal laws and regulations. Without limiting any obligations or liabilities of CONTRACTOR, CONTRACTOR shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona with an AM Best, Inc. rating of A or above with policies and forms satisfactory to GILBERT. Failure to maintain insurance as specified may result in termination of this CONTRACT at GILBERT'S option.
- 3.3.2 No Representation of Coverage Adequacy: By requiring insurance herein, GILBERT does not represent that coverage and limits will be adequate to protect CONTRACTOR. GILBERT reserves the right to review any and all of the insurance policies and/or endorsements cited in



this CONTRACT but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in the CONTRACT DOCUMENTS or failure to identify any insurance deficiency shall not relieve CONTRACTOR from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of the CONTRACT.

- 3.3.3 Additional Insured: All insurance coverage and self insured retention or deductible portions, except Workers Compensation Insurance, shall name, to the fullest extent permitted by law for claims arising out of the performance of the CONTRACT, GILBERT, ENGINEER, their agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this CONTRACT DOCUMENTS.
- 3.3.4 Coverage Term: All insurance required herein shall be maintained in full force and effect until all WORK or services required to be performed under the terms of subject CONTRACT is satisfactorily performed, completed and formally accepted by GILBERT, unless specified otherwise in this CONTRACT DOCUMENTS.
- 3.3.5 Primary Insurance: CONTRACTOR'S insurance shall be primary insurance as respects performance of subject CONTRACT and in the protection of GILBERT as an Additional Insured.
- 3.3.6 Occurrence Basis: All insurance coverage shall be on an occurrence basis and not a claims made basis.
- 3.3.7 Waiver: All policies, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against GILBERT, its agents, representatives, officers, directors, officials and employees for any claims arising out of the WORK. CONTRACTOR shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.
- 3.3.8 Policy Deductibles and or Self Insured Retentions: The policies set forth in these requirements may provide coverage which contain deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to GILBERT. CONTRACTOR shall be solely responsible for any such deductible or self-insured retention amount. GILBERT, at its option, may require CONTRACTOR to secure payment or such deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.
- 3.3.9 Use of Subcontractors: If any WORK under the CONTRACT DOCUMENTS is subcontracted in any way, CONTRACTOR shall execute a written agreement with SUBCONTRACTOR containing the same Indemnification Clause and Insurance Requirements set forth herein protecting GILBERT and CONTRACTOR. CONTRACTOR shall be responsible for executing the agreement with SUBCONTRACTOR and obtaining Certificates of Insurance verifying the insurance requirements.



3.3.10 Evidence of Insurance: Prior to commencing any WORK under the CONTRACT DOCUMENTS, CONTRACTOR shall furnish GILBERT with Certificate(s) of Insurance, or formal endorsements as required by the CONTRACT DOCUMENTS, issued by CONTRACTOR'S insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage, conditions, and limits of coverage specified in the CONTRACT DOCUMENTS and that such coverage and provisions are in full force and effect. If a Certificate of Insurance is submitted as evidence of coverage, GILBERT shall reasonably rely upon the Certificate of Insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this CONTRACT. Such certificates shall identify the PROJECT. If any of the above-cited policies expire during the life of the CONTRACT, it shall be CONTRACTOR'S responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates shall specifically cite the following provisions:

- 3.3.10.1 GILBERT, and ENGINEER, their agents, representatives, officers, directors, officials and employees are Additional Insured's as follows:
- A. Commercial General Liability – Under ISO Form CG 20 10 11 85 or equivalent.
  - B. Auto Liability – Under ISO Form CA 20 48 or equivalent.
  - C. Excess Liability – Follow Form to underlying insurance as required.
- 3.3.10.2 CONTRACTOR'S insurance shall be primary insurance as respects performance of CONTRACT.
- 3.3.10.3 All policies, including Workers Compensation, waive rights of recovery (subrogation) against GILBERT, its agents, representatives, officers, directors, officials and employees for any claims arising out of WORK performed by CONTRACTOR under the CONTRACT DOCUMENTS.
- 3.3.10.4 Certificate shall cite 30 day advance notice cancellation provision.
- 3.3.10.5 Project descriptive information including:
- A. CIP Project Name
  - B. CIP Project Number
  - C. Contract Number

3.3.11 REQUIRED COVERAGE:

- 3.3.11.1 Commercial General Liability: CONTRACTOR shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$3,000,000 for each occurrence, \$3,000,000 Products and Completed Operations Annual Aggregate, and a \$3,000,000 General Aggregate Limit on a per project basis endorsed by means of ISO Endorsement CC-2503 1185 or equivalent. The



policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance Services Offices, Inc. policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this CONTRACT, GILBERT, ENGINEER, their agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under Insurance Service Offices, Inc. Commercial General Liability Additional Insured Endorsement form CG 20 10 11 85, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in GILBERT, but only with respect to liability arising out of "your work" for that insured by or for you."

CONTRACTOR, its successors and or assigns, is required to maintain Commercial General Liability insurance as specified hereunder for a minimum period of three (3) years following completion and acceptance of subject WORK.

CONTRACTOR shall submit Certificate of Insurance evidencing such Commercial General Liability insurance during said three year period containing all of the insurance requirements set forth herein including naming GILBERT, ENGINEER, their agents, representatives, officers, directors, officials and employees as Additional Insured as required. If any excess insurance is utilized to fulfill the requirements of this paragraph, such excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

- 3.3.11.2 Vehicle Liability: CONTRACTOR shall maintain Business Automobile Liability insurance with a limit of \$3,000,000 each occurrence on CONTRACTOR'S owned, hired, and non-owned vehicles assigned to or used in the performance of the WORK. Coverage will be at least as broad as Insurance Services Office, Inc. coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. If any hazardous material, as defined by any local, state or federal authority, is the subject, or transported, in the performance of the WORK, an MCS 90 endorsement is required providing \$5,000,000 per occurrence limits of liability for bodily injury and property damage. To the fullest extent allowed by law, for claims arising out of the performance of this CONTRACT, GILBERT, ENGINEER, their agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under the Insurance Service Officers, Inc. Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any excess insurance is utilized to fulfill the requirements of this paragraph, such excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

- 3.3.11.3 Worker's Compensation Insurance: CONTRACTOR shall maintain Worker Compensation Insurance to cover obligations imposed by federal and state statutes having jurisdiction of CONTRACTOR'S employees engaged in the performance of the WORK and shall also maintain Employers Liability Insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee and \$1,000,000 disease policy limit.



- 3.3.11.4 **Builder's "All Risk"**: CONTRACTOR shall maintain Builder's "All Risk" Insurance in an amount not less than one hundred percent (100%) of the CONTRACT price. Such policy shall include coverage for fire, lightening, vandalism, malicious mischief, riot, civil commotion, smoke, sprinkler leakage, water damage, windstorm, hail, earthquake, landslide, flood and collapse or loss due to the results of faulty workmanship during the CONTRACT TIME and until Final Acceptance of the WORK by GILBERT. On pipeline and similar Projects where fire hazard is negligible or nonexistent, GILBERT may waive the requirement for fire insurance and/or accept the installation waiver.
- 3.3.11.5 **Railroad Protection Liability**: If the WORK involves a railroad right-of-way (as described in the SUPPLEMENTAL CONDITIONS) Railroad Protective Liability Insurance coverage is required in the amounts set forth in the SUPPLEMENTAL CONDITIONS.

### **3.4 REQUIREMENT OF CONTRACT BONDS**

- 3.4.1 Concurrently with the execution of the CONTRACT, CONTRACTOR shall furnish GILBERT the following bonds, which shall become binding upon the AWARD of the CONTRACT to CONTRACTOR:
- 3.4.1.1 A PERFORMANCE BOND in conformance with Section 1.12 and in an amount equal to the full CONTRACT SUM conditioned upon the faithful performance of the CONTRACT in accordance with PLANS, SPECIFICATIONS and Conditions thereof. Such bond shall be solely for the protection of GILBERT. The Performance Bond shall remain in force the greater of (a) two years after FINAL COMPLETION of the WORK, or (b) until the expiration of all warranties and guarantees as required by the CONTRACT.
- 3.4.1.2 A PAYMENT BOND in conformance with Section 1.12 and in an amount equal to the full CONTRACT SUM solely for the protection of the claimants supplying labor or MATERIALS to CONTRACTOR or his SUBCONTRACTORS in the prosecution of the WORK provided for in such CONTRACT. The Payment Bond shall remain in effect for at least one year after FINAL COMPLETION of the WORK.
- 3.4.2 Each such bond shall include a provision allowing the prevailing party in a suit on such bond to recover as a part of this judgment such reasonable attorney's fees as may be fixed by a judge of the court.
- 3.4.3 Each such bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1 of the Arizona Revised Statutes and any amendments thereto. The bonds shall be made payable and acceptable to GILBERT. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this State and the bonds shall have attached thereto a certified copy of the Power of Attorney of



the signing official.

### **3.5 INDEMNIFICATION OF GILBERT AGAINST LIABILITY**

- 3.5.1 To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify, appear, defend and hold harmless GILBERT, ENGINEER ("Indemnitees") and their respective consultants and the officers, directors, employees, agents and other consultants of each and any of them from and against all claims, costs, losses and damages (including, but not limited to, all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of, or resulting from the performance of the WORK, or on account of any act, claim or amount arising or recovered from the Workers' Compensation law, or arising out of the failure of CONTRACTOR or those acting under CONTRACTOR to perform the WORK according to any federal or state statutes, ordinances, regulations, laws or court decree. It is the intent that Indemnitees shall, in all instances, be indemnified against all liability losses and damages of any nature whatsoever, for or on account of any injuries to or death of persons or damages to or destruction of property belonging to any person arising out of or in any way connected with the performance of the WORK, regardless of whether or not caused in part by any act of a person or entity indemnified hereunder. This provision shall survive termination or cancellation of the CONTRACT DOCUMENTS. The fact that not every claim, cost, loss or damage incurred may not be covered by CONTRACTOR does not diminish the indemnification obligation contained in this Section.
- 3.5.2 If any claim, action or proceeding is brought against Indemnitees by reason of any event that is the subject of this CONTRACT and or described herein, upon demand made by Indemnitees, CONTRACTOR, at its sole cost and expense, shall pay, resist or defend such claim or action on behalf of Indemnitees by an attorney of CONTRACTOR, or if covered by insurance CONTRACTOR'S insurer, all of which must be approved by Indemnitees, which approval shall not be unreasonably withheld or delayed. Indemnitees shall cooperate with all reasonable efforts in the handling and defense of such claim. Included in the foregoing, Indemnitees may engage its own attorney to defend or assist in its defense. Any settlement of claims shall fully release and discharge the indemnified parties from any further liability for those claims. The release and discharge shall be in writing and shall be subject to approval by Indemnitees, which approval shall not be unreasonably withheld or delayed. If CONTRACTOR neglects or refuses to defend Indemnitees as provided by this CONTRACT, any recovery or judgment against Indemnitees for a claim covered under this CONTRACT shall conclusively establish CONTRACTOR'S liability to Indemnitees in connection with such recovery or judgment, and if Indemnitees desires to settle such dispute, Indemnitees shall be entitled to settle such dispute in good faith and CONTRACTOR shall be liable for the amount of such settlements and all expenses connected to the defense, including reasonable attorney fees, and other investigative and claims adjusting expenses.

### **3.6 SAFETY WARRANTY**



- 3.6.1 CONTRACTOR shall provide and maintain in a neat, sanitary condition such accommodations for the use of his employees as may be necessary to comply with the requirements and regulations of the Arizona State Department of Health or as specified by the Maricopa County Health Department, Sanitary Code. CONTRACTOR shall provide all safeguards, safety devices and protective equipment and take any other needed actions, on his own responsibility or as ENGINEER may determine, reasonably necessary to protect the life and the health of employees on the job, the safety of the public and to protect property in connection with the performance of the WORK. Precaution shall be exercised by CONTRACTOR at all times for the protection of persons (including employees and GILBERT representatives) and property. CONTRACTOR shall comply with the provisions of all applicable laws, pertaining to such protection including all Federal and State occupational safety and health acts, and standards and regulations promulgated hereunder.
- 3.6.2 CONTRACTOR warrants that CONTRACTOR is aware of and understands the hazards presented to persons, property and the environment relating to and arising out of the WORK. In the event CONTRACTOR or any of CONTRACTOR'S SUBCONTRACTORS are working or operating in an unsafe manner, CONTRACTOR shall immediately take full and appropriate steps to assure the safety of those working in the job site. CONTRACTOR acknowledges GILBERT'S right under this CONTRACT to stop work if GILBERT determines the WORK is not proceeding in a safe manner and may result in injury to persons or property. GILBERT and ENGINEER shall not be liable for the costs incurred by CONTRACTOR if the WORK is stopped for safety reasons. The ENGINEER, with GILBERT approval, shall issue a stop work order until the violation ceases. The ENGINEER shall immediately notify CONTRACTOR in writing of the reasons WORK was stopped.

### 3.7 **NOTICE TO PROCEED**

CONTRACTOR or SUBCONTRACTORS shall not start WORK on any part of the PROJECT until NOTICE TO PROCEED has been issued by GILBERT. The NOTICE TO PROCEED will be sent to CONTRACTOR by certified mail or delivered to him in person. The date for the official start of the CONTRACT will be set forth in the NOTICE TO PROCEED. The NOTICE TO PROCEED shall not be issued until the CONTRACT has been executed and all insurance, bonds and other required documents have been submitted to GILBERT.



## **PART IV**

### **GENERAL CONDITIONS**

#### **COMMENCEMENT, PROSECUTION AND PROGRESS**

##### **4.1 COMMENCEMENT**

- 4.1.1 Within ten (10) working days after the NOTICE OF AWARD, a pre-construction conference will be held to establish a working understanding among the parties as to the WORK and to discuss the schedules referred to in Section 5.1, procedures for handling submittals, processing Applications for Payment, and maintaining required records.
- 4.1.1.1 The conference shall be attended by: CONTRACTOR and his superintendent, Principal SUBCONTRACTORS, Representatives of principal suppliers and manufacturers as appropriate, ENGINEER, Representatives of GILBERT, Others as requested by CONTRACTOR, GILBERT, or ENGINEER.
- 4.1.1.2 The purpose of the conference is to designate responsible personnel and establish a working relationship. Matters requiring coordination will be discussed and procedures for handling such matters established. The agenda will include but not be limited to:
- A. Discussion of CONTRACTOR'S INITIAL CONTRACT SCHEDULE (See Section 5.1).
  - B. Transmittal, review, and distribution of CONTRACTOR'S submittals.
  - C. Processing applications for payment.
  - D. Maintaining record documents.
  - E. Critical work sequencing.
  - F. ENGINEER'S INSTRUCTION BULLETINS and CHANGE ORDERS.
  - G. Use of premises, office and storage areas, security, housekeeping, and GILBERT'S needs.
  - H. Major equipment deliveries and priorities.
  - I. CONTRACTOR'S Safety Program.
- 4.1.1.3 ENGINEER will preside at the conference and will arrange for keeping the minutes and distributing the minutes to all persons in attendance.
- 4.1.2 CONTRACTOR shall commence WORK on or before the tenth (10<sup>th</sup>) day after the date set forth in the NOTICE TO PROCEED, and shall complete all WORK under the CONTRACT within the CONTRACT TIME. The NOTICE TO PROCEED will be issued no later than thirty (30) DAYS after the NOTICE OF AWARD unless otherwise agreed upon in writing, or as may be specified in the SUPPLEMENTAL CONDITIONS.



## **4.2 SUBCONTRACTORS**

- 4.2.1 Subcontracts shall be in accordance with, and CONTRACTOR shall be bound by, the following provisions:
- 4.2.1.1 All subcontracts shall be subject to review and acceptance by GILBERT.
  - 4.2.1.2 All subcontracts shall be in writing and shall provide that all WORK to be performed hereunder shall be performed in accordance with the terms of the CONTRACT.
  - 4.2.1.3 True copies of any and all subcontracts shall be furnished to GILBERT; however, prices may be omitted.
  - 4.2.1.4 The subcontracting of any part of the WORK will in no way relieve CONTRACTOR of his responsibility or liability or obligation under the CONTRACT.
  - 4.2.1.5 All subcontracts and purchase orders for equipment shall state guaranteed delivery dates, at such times as determined by CONTRACTOR, which will allow CONTRACTOR to complete the PROJECT within the CONTRACT TIME.
- 4.2.2 If GILBERT or ENGINEER has reasonable objection to any proposed SUBCONTRACTOR, CONTRACTOR shall submit a substitute to whom GILBERT and ENGINEER have no reasonable objection, and the CONTRACT SUM shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate CHANGE ORDER shall be issued.
- 4.2.3 CONTRACTOR shall make no substitution for any SUBCONTRACTOR, person or entity previously selected if GILBERT or ENGINEER make reasonable objection to such substitution.

## **4.3 CONTRACTOR'S REPRESENTATIVE AND EMERGENCIES**

- 4.3.1 CONTRACTOR shall at all times be present at the WORK in person or represented by a competent superintendent who shall supervise and direct the WORK and shall be authorized by CONTRACTOR to receive and fulfill instructions from ENGINEER.
- 4.3.2 CONTRACTOR shall supervise and direct the WORK. He shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. CONTRACTOR shall employ and maintain on the SITE a qualified supervisor or superintendent who shall be designated in writing by CONTRACTOR as CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of CONTRACTOR and all communications given to the supervisor shall be as binding as if given to CONTRACTOR. The supervisor shall be present on the SITE at all times as required to perform adequate supervision and coordination of the WORK.
- 4.3.3 Emergencies that may arise during the progress of the WORK may require special effort or



require extra shifts of men to continue the WORK beyond normal working hours.

CONTRACTOR shall be prepared in case of such emergencies from whatever cause, to do all necessary WORK promptly.

#### **4.4 CONTRACT DOCUMENTS**

- 4.4.1 CONTRACTOR shall keep at the SITE a copy of the CONTRACT DOCUMENTS and shall at all times give ENGINEER access thereto.
- 4.4.2 The documents that make up the CONTRACT DOCUMENTS are intended to be complete and complementary, and to prescribe a complete WORK which CONTRACTOR shall perform in a manner acceptable to ENGINEER and in full compliance with the terms of the CONTRACT. CONTRACTOR shall provide GILBERT with a complete and operable WORK, even though the PLANS and SPECIFICATIONS may not specifically call out all items or items of work required of CONTRACTOR to complete his task. If any omissions are made of information necessary to carry out the full intent and meaning of the CONTRACT DOCUMENTS, CONTRACTOR shall immediately notify ENGINEER, who shall immediately notify ENGINEER. ENGINEER will make the necessary corrections for furnishing of detailed instructions. In case of discrepancies, the more stringent requirement shall govern.
- 4.4.3 Any drawings or PLANS listed anywhere in the SPECIFICATIONS or ADDENDA thereto shall be regarded as a part thereof and of the CONTRACT. Anything mentioned in these SPECIFICATIONS and not indicated on the PLANS and not mentioned in these SPECIFICATIONS shall be of the same force and effect as if indicated or mentioned in both.
- 4.4.4 CONTRACTOR shall perform the WORK in accordance with the lines, grades, cross sections, and dimensions indicated on the PLANS and detailed drawings.
- 4.4.5 Unless otherwise specified in the SUPPLEMENTAL CONDITIONS, CONTRACTOR shall furnish all MATERIALS, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and incidentals, including, but not limited to, dust and traffic control measures, and to perform all WORK involved in executing the CONTRACT in a satisfactory and workmanlike manner within the CONTRACT TIME.
- 4.4.6 Anything in the CONTRACT DOCUMENTS notwithstanding, CONTRACTOR accepts the responsibility of constructing a watertight, weathertight PROJECT.

#### **4.5 ERRORS AND OMISSIONS**

The PLANS are presumed to be correct, but CONTRACTOR shall be required to check carefully all dimensions before beginning the WORK. If any errors or omissions are discovered, ENGINEER shall be so notified in writing. ENGINEER shall immediately notify ENGINEER who will then make such corrections, and interpretations as may be deemed necessary for fulfilling the intent of the PLANS and SPECIFICATIONS and shall issue appropriate ENGINEER'S INSTRUCTION BULLETINS. Any such adjustments made by CONTRACTOR without prior review and acceptance shall be at his own risk. The settlement of any complication or disputed expenses arising from such adjustment shall be made by



CONTRACTOR at his own expense.

#### **4.6 QUALIFICATIONS FOR EMPLOYMENT**

- 4.6.1 No person under the age of sixteen (16) years for normal occupations, no person under the age of eighteen (18) years in hazardous occupations and no person currently serving a sentence in a penal or correctional institution shall be employed to perform any WORK under this CONTRACT. Each person working must provide proof of United States citizenship or legal work identification.
- 4.6.2 Immigration Law Compliance Warranty
- 4.6.2.1 As required by A.R.S. § 41-4401, Contractor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Contractor further warrants that after hiring an employee, Contractor verifies the employment eligibility of the employee through the E-Verify program.
- 4.6.2.2 If Contractor uses any subcontractors in performance of the Work, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program.
- 4.6.2.3 A breach of this warranty shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract. Contractor is subject to a penalty of \$100 per day for the first violation, \$500 per day for the second violation, and \$1,000 per day for the third violation. Gilbert at its option may terminate the Contract after the third violation. Contractor shall not be deemed in material breach of this Contract if the Contractor and/or subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A).
- 4.6.2.4 Gilbert retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times.
- 4.6.2.5 If state law is amended, the parties may modify this paragraph consistent with state law.
- 4.6.3 Equal Treatment of Workers
- 4.6.3.1 CONTRACTOR shall keep fully informed of all federal and state laws, county and local ordinances, regulations, codes and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any way affect the conduct of the WORK. CONTRACTOR shall at all times observe and comply with all such laws, ordinances, regulations, codes, orders and decrees; this includes, but is



not limited to laws and regulations ensuring equal treatment for all employees and against unfair employment practices, including the Occupational Safety and Health Administration ("OSHA") and the Fair Labor Standards Act ("FLSA"). CONTRACTOR shall protect and indemnify GILBERT and its representatives against any claim or liability arising from or based on the violation of such, whether by CONTRACTOR or its employees.

- 4.6.4 Sudan and Iran. CONTRACTOR warrants that it does not have scrutinized business operations in Sudan or Iran, as prohibited by A.R.S. §§ 35-391.06 and 35-393.06, and further acknowledge that any subcontractor who is contracted by CONTRACTOR to perform work pursuant to this Contract shall warrant that they do not have scrutinized business operations in Sudan or Iran.

#### **4.7 CHARACTER OF WORKERS**

- 4.7.1 CONTRACTOR shall have in place and enforce a drug-free workplace policy which complies with the requirements of the Drug-Free Workplace Act.
- 4.7.2 CONTRACTOR shall at all times employ sufficient labor and equipment for prosecuting the several classes of WORK to full completion in the manner and time required by the CONTRACT DOCUMENTS.
- 4.7.3 All workmen shall be competent and have sufficient skill, knowledge and experience in their class of work and in the operation of equipment required to perform all WORK properly and satisfactorily.
- 4.7.4 CONTRACTOR shall at all times enforce strict discipline and good order among its workmen and shall not permit the use of alcohol or controlled substances (without a medical authorization) at the SITE.
- 4.7.5 Any person employed by CONTRACTOR or any SUBCONTRACTOR who, in the opinion of ENGINEER does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of ENGINEER be removed from the WORK by CONTRACTOR or SUBCONTRACTOR employing such persons, and shall not be employed again in any portion of the WORK without the approval of ENGINEER. CONTRACTOR or SUBCONTRACTOR shall hold GILBERT harmless from damages or claims for compensation that may occur in the enforcement of this section.
- 4.7.6 Should CONTRACTOR or SUBCONTRACTOR fail to remove such person as required above, or fail to furnish suitable and sufficient personnel for the proper prosecution of the WORK, GILBERT may suspend the WORK by written notice until such orders are complied with.

#### **4.8 MAINTENANCE OF TRAFFIC**

- 4.8.1 CONTRACTOR shall submit a Traffic Control Plan to GILBERT'S traffic engineer in accordance with Section 10-5(b) of the Gilbert Municipal Code. No work shall begin until a Traffic Control Plan has been approved, unless authorized in writing by the ENGINEER. CONTRACTOR shall coordinate with the various agencies both commercial and public,



involved in the collection and removal of trash and garbage, so that adequate services are maintained.

- 4.8.2 The CONTRACTOR will coordinate and schedule off-duty police officers with the Town of Gilbert as a part of the CONTRACTOR's traffic control work. GILBERT will pay for the officers directly with no payment to the CONTRACTOR for this item. The CONTRACTOR will be required to present an overall estimate of off duty officer hours required with the submission of his master schedule for the project. Officers charge a minimum of four hours to the project if scheduled. In the event that the CONTRACTOR fails to prosecute the work in a timely and orderly fashion, GILBERT shall notify the CONTRACTOR and reserves the right to negotiate a corresponding deductive change order with the CONTRACTOR based upon the cost of \$65/hour/officer that GILBERT will incur for the off duty officers.
- 4.8.3 Safe and adequate pedestrian and vehicular access shall be provided and maintained to fire hydrants, commercial and industrial establishments, churches, schools, parking lots, motels, hospitals, fire stations, police stations, residential properties and establishments of a similar nature.
- 4.8.4 Grading operations, roadway excavation and fill construction shall be conducted and maintained in such a manner as to provide a reasonably satisfactory and safe surface for vehicular and pedestrian traffic. When rough grading is completed, the roadbed shall be brought to and maintained in a reasonably smooth condition, satisfactory and safe for vehicular traffic at the posted speed limit. Pedestrian walkways shall be provided and maintained in a like manner. CONTRACTOR shall accomplish any additional grading operations and/or repairs, including barricade replacement or repairs during working and non-working periods which, in the opinion of ENGINEER, are required.
- 4.8.5 In the event of abnormal weather conditions, such as windstorms and rainstorms, CONTRACTOR shall immediately inspect his WORK area and take all necessary actions to insure that public access and safety are maintained.
- 4.8.6 CONTRACTOR shall provide ENGINEER with the emergency phone number of his representatives.

#### **4.9 CLEANUP AND DUST CONTROL**

- 4.9.1 Throughout all phases of construction, including suspension of WORK, and until final acceptance of the PROJECT, CONTRACTOR shall keep the WORK area clean and free from rubbish, excess material and debris generated by construction activities.
- 4.9.2 CONTRACTOR shall take whatever steps, procedures or means required to prevent any dust nuisance due to his construction operations. The dust control measures shall be maintained at all times to the satisfaction of ENGINEER and in accordance with the requirements of the Maricopa County Bureau of Air Control Rules and Regulations.
- 4.9.3 Failure of CONTRACTOR to comply with ENGINEER'S cleanup orders may result in an order



to suspend WORK until the condition is corrected. No additional compensation or time will be allowed as a result of such suspension and ENGINEER has the authority to take such other measures as may be necessary to remedy the situation.

#### **4.10 SANITATION**

- 4.10.1 CONTRACTOR shall provide suitable and adequate sanitary conveniences for the use of all persons employed on the PROJECT. All sanitary conveniences shall conform to the regulations of the public authority having jurisdiction over such matters. At the completion of the PROJECT, all such sanitary conveniences shall be removed and the premises left in a sanitary condition.
- 4.10.2 CONTRACTOR shall cooperate with and follow directions of the Arizona Department of Public Health Services and the Maricopa County Health Department with respect to sanitation facilities. State and County Public Health Service representatives shall have access to the WORK wherever it is in preparation or progress, and CONTRACTOR shall provide proper facilities for such access and inspection.

#### **4.11 WATER**

- 4.11.1 CONTRACTOR and each SUBCONTRACTOR shall supply adequate pure cool drinking water with individual drinking cups for the use of employees on this construction. The quality of drinking water shall meet all applicable federal, state and local standards for drinking water.
- 4.11.2 It shall be the responsibility of CONTRACTOR to provide and maintain, at his own expense, an adequate supply of water for his use for construction and to install and maintain necessary supply connections and piping for same. Before final acceptance of the completed PROJECT, all temporary connections and piping installed by CONTRACTOR shall be removed.
- 4.11.3 CONTRACTOR shall apply for a fire hydrant meter and pay for all construction water used at the current rates charged by GILBERT, if CONTRACTOR desires to obtain water from the distribution system at any point.

#### **4.12 CONSTRUCTION STAKING**

- 4.12.1 Construction staking will be made by CONTRACTOR in accordance with the technical requirements of Section 105.8 of the MAG Specifications unless otherwise provided in the SUPPLEMENTAL CONDITIONS. CONTRACTOR shall provide and pay for all building layout staking, including elevations and all other PROJECT staking.
- 4.12.2 Replacement of construction stakes that have been knocked out due to CONTRACTOR'S WORK or lack of WORK, weather conditions, traffic, vandalism or utility contractors will be done at CONTRACTOR'S expense.

#### **4.13 BLUE STAKE**



CONTRACTOR is required to notify Blue Stake (263-1100) prior to the excavation of any material in accordance with A.R.S. § 40-360.22. CONTRACTOR shall directly contact GILBERT for marking of electrical for traffic signals, sprinkler and irrigation facilities.

#### **4.14 UTILITIES SHOWN ON THE PLANS**

- 4.14.1 Regardless of what utilities are shown on the PLANS, it shall be CONTRACTOR'S responsibility to verify these locations and any additional lines which may exist through consulting with GILBERT, utility companies and/or "Blue Stake."
- 4.14.2 Existing utilities are indicated on PROJECT PLANS in accordance with the best information available. CONTRACTOR shall notify all owners of utilities when his WORK is in progress and shall make such arrangements as are necessary to make any emergency repair to any utility, in a manner satisfactory to GILBERT of a damaged utility line, including individual or house service utility lines.
- 4.14.3 No extra compensation will be made for the repair of any individual or house service utility or utility lines damaged by CONTRACTOR'S labor forces or equipment, nor for any damage incurred through neglect or failure to provide protective barriers, lights and other devices or means required to protect such existing utilities.
- 4.14.4 CONTRACTOR shall expose all sanitary and storm sewers, water, gas, electric, telephone utility lines, and other underground structures that might interfere with the WORK, in order to permit survey location prior to construction.
- 4.14.5 CONTRACTOR shall assume full responsibility for damages to any underground facility/utility properly shown on the Plans or properly located by the Utility owner, as a result of failing to obtain information as to its location, failing to excavate in a careful and prudent manner (as defined in MAG Spec's), or failing to take measures for protection of the facilities/utilities. The Contractor is liable to the owner of the Underground Facility/Utility for the total cost of the repair.

#### **4.15 UTILITIES NOT SHOWN ON THE PLANS**

- 4.15.1 If utility lines are encountered which are not shown on the PLANS, and not located, or incorrectly located by the Utility owner, other than individual or house service utility lines, and these lines are damaged or work is required to clear same, then MAG Spec Section 109.8 and A.R.S. § 40-360 shall apply.
- 4.15.2 The work necessary for the raising, lowering, or relocating of any such utility shall be at the Utility owner's expense. The necessary WORK may be done by the Utility owner or by CONTRACTOR, or as a collaborative effort, at the option of the Utility owner. All WORK shall be in accordance with the standards of GILBERT and the Utility owner.



- 4.15.3 In most cases, individual or house service utility lines are not shown on the PLANS. It shall be CONTRACTOR'S responsibility to locate and protect these individual or house services. If, due to CONTRACTOR'S operations, any of these lines are damaged, he shall repair or replace these lines in a manner satisfactory to the owner of the utility at no extra cost to GILBERT. In addition, the cost of location, protection, and working around these individual or house service utility lines shall be included in CONTRACTOR'S bid for the WORK under this CONTRACT.

#### **4.16 DRIVEWAYS AND WALKS**

- 4.16.1 Inconvenience caused by digging across driveways and sidewalks shall be kept to a minimum by restoring the serviceability of the drive or sidewalk as soon as possible. At least 24 hours in advance of blocking driveways, CONTRACTOR shall notify the property owner. CONTRACTOR shall replace or repair any damage done to driveways and walks to not less than the condition existing prior to CONTRACTOR'S WORK. If it is necessary to leave an excavation open across driveways or sidewalks, CONTRACTOR shall provide temporary relief in the form of steel plates over the excavation.
- 4.16.2 Temporary paving replacement in front of business establishments shall be placed immediately following backfill and shall remain in place until the condition of the backfill is suitable for permanent pavement replacement.
- 4.16.3 Direct access shall be provided at all times to fire engine hoses, fire hydrants, hospitals, police stations, and at all other agencies or services where emergencies may require immediate access to same.

#### **4.17 TREES AND SHRUBBERY**

- 4.17.1 All trees and shrubbery within the right-of-way or easements shall be protected by CONTRACTOR insofar as practicable. No trees or shrubbery shall be removed without the prior approval of GILBERT.
- 4.17.2 In the event shrubbery or trees must be trimmed or removed, CONTRACTOR shall notify the property owner to do so within a reasonable time prior to construction. All shrubbery or trees not removed by the property owner shall be trimmed or removed by CONTRACTOR and hauled from the job at CONTRACTOR'S expense.
- 4.17.3 All trees, shrubs, hedges, brush, etc., designated on the PLANS, or by ENGINEER for removal, shall be completely removed and disposed of as indicated on the PLANS or specified.

#### **4.18 IRRIGATION DITCHES AND STRUCTURES**

CONTRACTOR shall contact the owners of any ditches, irrigation lines, and appurtenances which interfere with the WORK and shall make arrangements for dry-up or scheduling of water deliveries. CONTRACTOR shall be liable for any damage due to irrigation facilities damaged by his operations and shall repair such damaged facilities to an "equal or better than" original condition.



#### **4.19 ROADS AND FENCES**

- 4.19.1 Streets and roads subjected to interference by the prosecution of this WORK shall be kept open in compliance with Section 4.9 and maintained by CONTRACTOR until the WORK is completed.
- 4.19.2 All fences located in easements, when damaged or temporarily removed, shall be restored to a condition equal to or better than the original condition. Such fences shall be restored at CONTRACTOR'S expense.

#### **4.20 PROTECTION OF WORK AND CLEANING UP**

- 4.20.1 CONTRACTOR shall be responsible for the protection of all WORK until its completion and final acceptance, and he shall at his own expense, replace damaged or lost material, or repair damaged parts of the WORK, and CONTRACTOR and his Sureties shall be liable therefore.
- 4.20.2 CONTRACTOR shall remove from the vicinity of the completed WORK all plant, surplus material or equipment belonging to him or used under his direction during construction. All surplus excavated material, concrete, plaster and debris of all kinds shall be removed from GILBERT'S premises, streets or portions of building or property at or adjacent to the site of the WORK excepting that select material which may be required for refilling or grading the surface. Salvage material shall be stored at areas designated by ENGINEER. Where an area is indicated to be "cleared", all the weeds, vegetation, shrubs and trees shall be removed unless they are specifically noted not to be removed.

#### **4.21 METHODS AND EQUIPMENT**

- 4.21.1 The methods and equipment adopted by CONTRACTOR shall be such as will secure a satisfactory quality of WORK and will enable CONTRACTOR to complete the WORK in the time agreed upon. The selection and use of these methods and equipment is the responsibility of CONTRACTOR.
- 4.21.2 When the SPECIFICATIONS state the construction shall be performed by the use of certain methods and equipment, such methods and equipment shall be used unless others are authorized by ENGINEER. If CONTRACTOR desires to use a method or type of equipment other than those specified, he may make that request to TOWN, who shall immediately forward the request to ENGINEER. The request shall be in writing and shall include a full description of the methods and equipment proposed to be used and an explanation of the reasons for desiring to make the change. If approval is given, it will be on the condition that CONTRACTOR will be fully responsible for producing construction work that performs the equivalent or better function as the original specifications.. Approval by TOWN does not guarantee acceptance of the final Work, which will be determined by ENGINEER after evaluating whether equivalent or better function as the original specifications was or will be achieved. If, after trial use of the substituted methods or equipment, ENGINEER determines



that the WORK produced does not meet the SPECIFICATIONS, CONTRACTOR shall discontinue the use of the substitute method or equipment and shall complete the remaining construction with the specified methods, equipment and quality, or take such other corrective action as ENGINEER may direct. No change will be made in basis of payment of the construction items involved nor in the CONTRACT TIME as result of authorizing a change in methods or equipment under these provisions. CONTRACTOR may appeal a decision of ENGINEER under this Section to the GILBERT'S REPRESENTATIVE. Any such appeal must be made in writing within forty-eight (48) hours of ENGINEER'S decision or the right to appeal is waived.

#### **4.22 SUSPENSION OF WORK**

In case of suspension of WORK from any cause whatever, CONTRACTOR shall be responsible for the protection of all MATERIALS and equipment. CONTRACTOR shall provide suitable drainage and erect temporary structures where necessary to protect the MATERIALS and equipment.

#### **4.23 DELAYS AND EXTENSION OF TIME**

- 4.23.1 If CONTRACTOR finds it impossible for reasons beyond his control to complete the WORK within the CONTRACT TIME as specified or as extended, he shall immediately submit a written request to ENGINEER for an extension of time setting forth therein the reasons that he believes will justify the granting of his request. CONTRACTOR'S plea that insufficient time was specified is not a valid reason for extension of time. If ENGINEER finds that the WORK was delayed because of conditions beyond the control and through no fault of CONTRACTOR, he may extend the CONTRACT TIME in such amount as the conditions justify. The extended CONTRACT TIME shall be non-compensable and shall be in full force and affect the same as though it were the original CONTRACT TIME.
- 4.23.2 In setting the CONTRACT TIME, it has been assumed that up to (5) WORKING DAYS may be lost as a result of weather conditions which will slow down the normal progress of WORK; therefore, no extensions in CONTRACT TIME will be allowed for the first (5) WORKING DAYS lost due to bad weather conditions. Attention is directed to the nearest weather bureau station in the vicinity of the WORK for determining the extremes of temperature, wind velocities and the amount and intensity of precipitation that can be expected.
- 4.23.3 To receive consideration, a request for extension of time must be made in writing to ENGINEER stating the reason for said request, and such request must be received by ENGINEER within forty-eight (48) hours following the end of the delay-causing condition.
- 4.23.4 ENGINEER shall ascertain the facts and extent of the delay, and its findings of the facts thereon shall be final and conclusive.
- 4.23.5 An extension of time may be granted by GILBERT after the expiration of the time originally fixed in the CONTRACT or as previously extended, and the extension so granted shall be deemed to commence and be effective from the date of such expiration. Any extension of time shall not release the sureties upon any bond required under the CONTRACT.



- 4.23.6 GILBERT'S or ENGINEER'S liability for delay from any cause shall be limited to granting a time extension to CONTRACTOR and there is no other obligation, expressed or implied, on the part of GILBERT or ENGINEER to CONTRACTOR for delay from any cause. An extension of CONTRACT TIME shall not release the sureties of their obligations, which shall remain in full force until the discharge of the CONTRACT.

#### **4.24 GILBERT'S RIGHT TO CARRY OUT THE WORK**

If CONTRACTOR defaults or neglects to carry out the WORK in accordance with the CONTRACT DOCUMENTS, and fails within ten (10) working days after receipt of written notice from GILBERT to commence and continue correction of such default or neglect with diligence and promptness, GILBERT may without prejudice to any other remedy GILBERT may have, make good such deficiencies. In such case an appropriate CHANGE ORDER shall be issued deducting from the payments then or thereafter due CONTRACTOR the cost of correcting such deficiencies, including compensation for ENGINEER'S additional services made necessary by such default, neglect or failure. If the payment then or thereafter due CONTRACTOR is not sufficient to cover such amount, CONTRACTOR shall pay the difference to GILBERT.

#### **4.25 TERMINATION FOR BREACH OF CONTRACT**

- 4.25.1 If CONTRACTOR refuses or fails to prosecute the WORK or any separable part thereof in accordance with the PLANS AND SPECIFICATIONS or with such diligence as will ensure its completion within the time specified herein, or an extension thereof, or fails to complete such WORK within time, or if he or any of his SUBCONTRACTOR(S) should violate any of the provisions of the CONTRACT, GILBERT may terminate this CONTRACT.
- 4.25.2 In the event of any such termination, GILBERT shall immediately serve written notice thereof upon the Surety and CONTRACTOR, and the Surety shall have the right to take over and perform the CONTRACT; provided however, that if the Surety within fifteen (15) DAYS after the serving upon it of a notice of termination does not give GILBERT written notice of its intention to take over and perform the CONTRACT and does not commence performance thereof within thirty (30) DAYS from the date of serving said notice, GILBERT may take over the WORK and prosecute the same to completion by CONTRACT or by any other method GILBERT may deem advisable. GILBERT may, without liability for so doing, take possession of and utilize in completing the WORK such MATERIALS, appliances, plants and other property belonging to CONTRACTOR that may be on the site of the WORK and be necessary therefore. For any portion of such WORK that GILBERT elects to complete by furnishing employees, MATERIALS, tools and equipment, GILBERT shall be compensated for such in accordance with the schedule of compensation for force account work in the section on payment for changes in the WORK.
- 4.25.3 The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to GILBERT.



## **PART V**

### **GENERAL CONDITIONS**

#### **CONTROL OF WORK**

##### **5.1 TIME OF WORK**

###### **5.1.1 Initial Contract Schedule**

- 5.1.1.1 Prior to the preconstruction meeting, CONTRACTOR shall furnish to ENGINEER one hard copy and one copy in electronic format of an INITIAL CONTRACT SCHEDULE.
- 5.1.1.2 The INITIAL CONTRACT SCHEDULE shall be based on and incorporate the CONTRACT Milestone and Completion Dates specified in the CONTRACT DOCUMENTS.
- 5.1.1.3 The INITIAL CONTRACT SCHEDULE shall indicate the detailed plan for the work to be completed in the first ninety (90) days of the CONTRACT; details of planned mobilization of plant and equipment; sequence of early operations; and procurement of MATERIALS and equipment. WORK beyond ninety (90) days shall be shown in summary form.
- 5.1.1.4 The INITIAL CONTRACT SCHEDULE shall be a time-scaled, resource loaded Critical Path Method (CPM) type schedule, prepared in a Primavera compatible software.
- 5.1.1.5 **VERTICAL PROJECTS** - The INITIAL CONTRACT SCHEDULE shall be cost loaded. The accepted cost loaded schedule will be used as a basis for monthly progress payments until acceptance of the CONTRACT SCHEDULE. Use of the INITIAL CONTRACT SCHEDULE for progress payments shall not exceed 30 days.
- 5.1.1.6 **HORIZONTAL PROJECTS** – The Bid Schedule will be used as a basis for monthly progress payments.
- 5.1.1.7 Overall time of completion and time of completion for each milestone shown on the INITIAL CONTRACT SCHEDULE shall adhere to the times in the SUPPLEMENTAL CONDITIONS, unless an earlier (advanced) initial time of completion is requested by CONTRACTOR and agreed to by ENGINEER. Any such agreement shall be formalized by a CHANGE ORDER.
- 5.1.1.8 ENGINEER will review the INITIAL CONTRACT SCHEDULE for conformance with the requirements of the CONTRACT DOCUMENTS. ENGINEER will return the INITIAL CONTRACT SCHEDULE with comments within five (5) working days after receiving it from CONTRACTOR.



## 5.1.2 Contract Schedule Development

- 5.1.2.1 Within fifteen (15) working days after receiving the NOTICE TO PROCEED, CONTRACTOR shall submit a detailed proposed CONTRACT SCHEDULE presenting an orderly and realistic plan for completion of the WORK, in conformance with the requirements of the CONTRACT DOCUMENTS.
- 5.1.2.2 The proposed CONTRACT SCHEDULE shall furnish or comply with the following requirements:

### **VERTICAL PROJECTS**

- A. A time scaled cost loaded CPM type schedule.
- B. No activity on the schedule shall have a duration longer than ten (10) working days, with the exception of fabrication and procurement activities, unless otherwise approved by ENGINEER if the PROJECT is a horizontal project (road, sewer, water improvements). Activity durations shall be the total number of actual days required to perform that activity including consideration of weather impact on completion of that activity.
- C. Procurement of major equipment, through receipt and inspection at the SITE, identified as a separate activity.
- D. GILBERT furnished MATERIALS and equipment if any, identified as separate activities.
- E. Dependencies (or relationships) between activities.
- F. Processing/approval of submittals and shop drawings for major equipment. Activities that are dependent on submittal acceptance and/or MATERIAL delivery shall not be scheduled to start earlier than the expected acceptance or delivery dates.
- G. The total cost of performing each activity. This cost shall be the total of labor, material, equipment, including overhead and profit. The sum of the cost for activities shall equal the total contract value.
- H. Ten (10) working days for developing punch list(s), completion of punch list items, and final clean up for the WORK or any designated portion thereof. No other critical activities shall be scheduled during this period.
- I. Interface with the WORK of other contractors (or entities).

### **HORIZONTAL PROJECTS**

- A. A time scaled cost loaded CPM type schedule.
- B. No activity on the schedule shall have a duration longer than ten (10) working days, with the exception of fabrication and procurement activities, unless otherwise approved by ENGINEER. Activity durations shall be the



total number of actual days required to perform that activity including consideration of weather impact on completion of that activity.

- C. Procurement of major equipment, through receipt and inspection at the SITE, identified as a separate activity.
- D. GILBERT furnished MATERIALS and equipment if any, identified as separate activities.
- E. Dependencies (or relationships) between activities.
- F. Processing/approval of submittals and shop drawings for major equipment. Activities that are dependent on submittal acceptance and/or MATERIAL delivery shall not be scheduled to start earlier than the expected acceptance or delivery dates.
- G. Ten (10) working days for developing punch list(s), completion of punch list items, and final clean up for the WORK or any designated portion thereof. No other critical activities shall be scheduled during this period.
- H. Interface with the WORK of other contractors (or entities).

5.1.2.3 CONTRACTOR shall submit to ENGINEER one hard copy and one copy in electronic format of the CONTRACT SCHEDULE.

5.1.2.4 ENGINEER will review the proposed CONTRACT SCHEDULE for conformance with the requirements of the CONTRACT DOCUMENTS. Within five (5) working days after receipt, ENGINEER will accept the CONTRACT SCHEDULE or will return it with comments. If the proposed CONTRACT SCHEDULE is not accepted, CONTRACTOR shall revise the schedule to incorporate comments and resubmit the schedule for acceptance within five (5) working days after receiving it. The accepted schedule shall become the CONTRACT SCHEDULE. Schedules showing a completion date earlier than the contract date will not be accepted.

5.1.2.5 The CONTRACT SCHEDULE shall be the basis for evaluating job progress, payment requests, and time extension requests. The responsibility for developing the CONTRACT SCHEDULE and monitoring actual progress as compared to the schedule rests with CONTRACTOR.

5.1.2.6 Failure of the CONTRACT SCHEDULE to include any element of the WORK or any inaccuracy in the CONTRACT SCHEDULE will not relieve CONTRACTOR from responsibility for accomplishing all the WORK in accordance with the CONTRACT

5.1.2.7 Acceptance of the CONTRACT SCHEDULE will not relieve CONTRACTOR of the responsibility for accomplishing the WORK in accordance with the CONTRACT.

### 5.1.3 Monthly Updates

5.1.3.1 CONTRACTOR shall submit to ENGINEER each month an up-to-date status report of the work. The status report shall include:



- A. CONTRACTOR'S estimated percentage complete for each activity not yet complete.
- B. Actual start/finish dates for activities as appropriate.
- C. Identification of processing errors, if any on the previous update reports.
- D. Revisions, if any, to the assumed activity durations including revisions for weather impact for any activities due to the effect of the previous update on the schedule.
- E. Identification of activities that are affected by proposed CHANGE ORDERS issued during the update period.
- F. Resolution of conflict between actual work progress and schedule logic. When out of sequence activities develop in the CONTRACT SCHEDULE because of actual construction progress, CONTRACTOR shall submit revision to schedule logic to conform to current status and direction.

5.1.3.2 ENGINEER will review the updated information and meet with CONTRACTOR each week at the SITE to determine the status of the WORK. If agreement cannot be reached on any issue, CONTRACTOR will use ENGINEER'S determination in the processing of the update.

5.1.3.3 CONTRACTOR will incorporate ENGINEER'S review comments and submit two (2) copies of the report.

5.1.3.4 Progress payments pursuant to the CONTRACT will be based on the update of the CONTRACT SCHEDULE.

#### 5.1.4 Schedule Revisions

5.1.4.1 If the sequence of construction differs significantly, as determined by ENGINEER, from the CONTRACT SCHEDULE, CONTRACTOR shall submit within five (5) working days a revised schedule to ENGINEER for acceptance.

5.1.4.2 When a proposed CHANGE ORDER is issued which has the potential to impact specified completion dates, the CHANGE ORDER request shall include a description of the impact of such changes. If approved, it shall be incorporated into the CONTRACT SCHEDULE. Time extensions will be considered only to the extent there is insufficient remaining float to accommodate these changes, and pursuant to Section 6 of the CONTRACT DOCUMENTS.

5.1.4.3 Should CONTRACTOR, after acceptance of the CONTRACT SCHEDULE, intend to change its plan of construction, it shall submit its requested revisions to ENGINEER, along with a written statement of the revision, including a description of the logic for rescheduling the work, methods of maintaining adherence to intermediate milestones and other specific dates and the reasons for the revisions. If the requested changes are acceptable to ENGINEER, they will be incorporated into the CONTRACT SCHEDULE in the next reporting period.



- 5.1.4.4 Schedule revisions shall be submitted at least five (5) working days prior to the date of submission of update information. ENGINEER will have five (5) working days to review the revisions.

#### 5.1.5 Contract Schedule Reports

CONTRACTOR shall submit two (2) copies of the following reports for the proposed CONTRACT SCHEDULE, CONTRACT SCHEDULE monthly updates, CONTRACT SCHEDULE revisions and recovery schedules:

##### 5.1.5.1 **VERTICAL PROJECTS**

- A. Schedule Logic Report listing the activities, their early/late and actual start and finish dates, duration, float and the logic relationship of activities sorted by early start.
- B. A Cost Report listing each activity and its associated cost, percentage of work accomplished, earned value to date, previous payments and amount earned for the update period.
- C. A narrative report with the updated progress analysis, which shall include a description of problem areas, current and anticipated delaying factors and their impact, an explanation of corrective action taken and proposed revisions for recovery. Narrative report on proposed CONTRACT SCHEDULE will outline CONTRACTOR'S overall plan, strategy, crew movement and utilization, and other considerations in developing the schedule.

##### 5.1.5.2 **HORIZONTAL PROJECTS**

- A. CPM Schedule Report listing the activities, their early/late and actual start finish dates, duration, float and the logic relationship of activities sorted by early start.
- B. CONTRACTOR shall provide all the schedule files in Primavera compatible format on CD.

#### 5.1.6 Short Interval Schedules

CONTRACTOR shall prepare a Short Interval Schedule (SIS) to be used throughout the duration of WORK. The SIS shall include all current activities and projected activities for the succeeding two (2) weeks. The SIS shall include actual start/finish dates for the preceding one (1) week. Eight copies of the SIS shall be submitted to ENGINEER at the weekly construction meeting. CONTRACTOR shall participate in short interval scheduling coordination during the weekly construction meetings.



### 5.1.7 Time of Essence

Time is of the essence of this CONTRACT. CONTRACTOR shall, to the fullest extent possible, carry on the various classes or parts of the WORK concurrently, and shall not defer construction of any portion of the Work in favor of any other portion of the WORK, without the express approval of ENGINEER.

### 5.1.8 Date of Completion

CONTRACTOR shall fully and satisfactorily complete the WORK within the CONTRACT TIME. The date of completion is defined in Section 9.2.

### 5.1.9 Responsibility for Completion

5.1.9.1 CONTRACTOR shall furnish sufficient manpower, MATERIALS, facilities and equipment and shall work sufficient hours, including night shifts, overtime operations, Saturdays, Sundays and holidays as may be necessary to insure the prosecution and completion of the WORK in accordance with the accepted CONTRACT SCHEDULE. If work on the critical path is seven days or more behind the currently updated CONTRACT SCHEDULE and it becomes apparent that the WORK will not be completed within the CONTRACT TIME, CONTRACTOR will implement whatever steps it deems necessary to make up all lost time. If CONTRACTOR'S solution is not successful, it will make further attempts using the following sequence of events:

- A. Reschedule activities to achieve maximum practical concurrence of accomplishment of activities.
- B. If the above cannot be achieved then:
  - CONTRACTOR shall increase manpower in such quantities and crafts as will substantially eliminate, in the judgment of the ENGINEER, the backlog of work; or increase the number of working hours, shifts per working day, working days per week or the amount of equipment or any combination of the foregoing sufficiently to substantially eliminate in the judgment of the ENGINEER the backlog of work.
  - In addition, ENGINEER may require the CONTRACTOR to submit a recovery schedule demonstrating its program and proposed plan to make up a lag in scheduled progress and to ensure completion of the WORK within the CONTRACT TIME. If the ENGINEER finds the proposed recovery schedule unacceptable, it may require CONTRACTOR to submit a new plan. If the actions taken by CONTRACTOR or the second plan proposed are unsatisfactory, ENGINEER may require the CONTRACTOR to take any of the actions set forth in the previous paragraph without additional cost to GILBERT to make up the lag in scheduled progress.



5.1.9.2 Failure of CONTRACTOR to comply with the requirements of this Section 5.1.9 shall be considered grounds for a determination by GILBERT, that CONTRACTOR is failing to prosecute the WORK with such diligence as will ensure its completion within the time specified.

5.1.10 Daily Reports

CONTRACTOR shall submit a Daily Activity Report no later than 9:00 a.m. the following work day to ENGINEER for each workday including weekends and holidays, when worked.

5.1.11 Payments Withheld

Progress Payments may be withheld in whole or in part should CONTRACTOR fail to comply with the requirements of this Section 5.1.

5.2 **ENGINEER TO INTERPRET CONTRACT DOCUMENTS**

ENGINEER will decide all questions which may arise as to the interpretation of the PLANS AND SPECIFICATIONS. CONTRACTOR may appeal a decision of ENGINEER made pursuant to this paragraph to GILBERT'S REPRESENTATIVE. Such appeal must be made in writing within forty-eight (48) hours of ENGINEER'S decision or the right to appeal is waived.

5.3 **FORMAL PROTEST**

5.3.1 If CONTRACTOR considers any WORK demanded of him to be outside the requirements of the CONTRACT, or if he considers any instruction, ruling, or decision of ENGINEER to be unfair, he shall, within forty-eight (48) hours after any such demand is made, or instruction, ruling or decision is given, file a written protest stating clearly and in detail his objections and the reasons therefore. Except for such protests as are made of record in the manner and within the time above stated, CONTRACTOR shall be deemed to have waived and does hereby waive all claims for extra WORK, damages and extensions of time resulting from demands, instructions, rulings and decisions of ENGINEER. If the protest is against a demand, instruction, ruling or decision of ENGINEER, it shall be filed with GILBERT'S REPRESENTATIVE.

5.3.2 Upon receipt of a protest from CONTRACTOR of a decision of ENGINEER, GILBERT'S REPRESENTATIVE shall review the demands, instructions, rulings, or decisions objected to and shall promptly advise CONTRACTOR in writing of his final decision, which shall be binding. Upon receipt of a protest from CONTRACTOR of a decision of GILBERT'S REPRESENTATIVE, the Town Manager shall review the demands, instructions, rulings, or decisions objected to and shall promptly advise CONTRACTOR in writing of his final decision, which shall be binding.

5.3.3 CONTRACTOR shall continue work on the Project during the review of the formal protest.



## **5.4 PLANS**

- 5.4.1 The CONTRACT PLANS consist of general drawings. These indicate such details as are necessary to give a comprehensive idea of the construction contemplated. All authorized alterations affecting the requirements and information given on the CONTRACT PLANS shall be in writing. The CONTRACT PLANS shall be supplemented by such working or shop drawings prepared by CONTRACTOR as are necessary to adequately control the WORK. No change shall be made by CONTRACTOR in any working or shop drawing after it has been accepted by ENGINEER.
- 5.4.2 CONTRACTOR shall keep a current copy of the PLANS and SPECIFICATIONS at the jobsite, and shall at all times give ENGINEER access thereto. A current copy of PLANS and SPECIFICATIONS shall include red-line drawings, all ADDENDA, CHANGE ORDERS, ENGINEER INSTRUCTION BULLETINS, and any other approved change made to the PLANS and SPECIFICATIONS. Any drawings or PLANS listed in the SPECIFICATIONS shall be regarded as a part thereof and ENGINEER will furnish from time to time such additional drawings, PLANS, profiles, and information as he may consider necessary for CONTRACTOR'S guidance.
- 5.4.3 All authorized alterations affecting the requirements and information given on the accepted PLANS shall be in writing. No changes shall be made of any plan or drawing after the same has been accepted by ENGINEER except by consent of ENGINEER in writing.

## **5.5 CONFORMITY WITH PLANS AND ALLOWABLE DEVIATIONS**

Finished surfaces in all cases shall conform with lines, grades, cross sections, and dimensions shown on the accepted PLANS. Allowable deviations, other than specified tolerances, from the accepted PLANS and working drawings will in all cases be determined by ENGINEER.

## **5.6 COORDINATION AND INTERPRETATION OF PLANS AND SPECIFICATIONS**

- 5.6.1 The documents which make up the CONTRACT DOCUMENTS are essential parts of the CONTRACT, and a requirement occurring in one is as binding as though occurring in all. They are intended to be coordinated and to describe and provide for a complete WORK.
- 5.6.2 Should it appear that the WORK to be done or any of the matters relative thereto are not sufficiently detailed or explained in these CONTRACT DOCUMENTS, CONTRACTOR shall promptly notify ENGINEER. ENGINEER shall follow the procedures set forth in Section 4.5.1. In the event of any discrepancy between any drawing and the figures written thereon, the figures shall be taken as correct.
- 5.6.3 In the event of there being a conflict between one CONTRACT DOCUMENT and any of the other CONTRACT DOCUMENTS, the more stringent requirement shall apply.
- 5.6.4 CONTRACTOR shall not take advantage of any apparent error or omission in the PLANS or SPECIFICATIONS. In the event CONTRACTOR discovers such an error or omission, he shall



immediately notify ENGINEER. ENGINEER shall proceed as prescribed in Section 4.5.1 of the CONTRACT DOCUMENTS.

## **5.7 ORDER OF WORK**

- 5.7.1 When required by the CONTRACT DOCUMENTS, CONTRACTOR shall follow the sequence of operations as set forth therein. Full compensation for conforming with such requirements will be considered as included in the prices paid for CONTRACT items of WORK and no additional compensation will be allowed there for.
- 5.7.2 The organization of the SPECIFICATIONS into divisions and articles and the arrangement of drawings shall not control CONTRACTOR in dividing the WORK among SUBCONTRACTORS or in establishing the extent of WORK to be performed by any trade.

## **5.8 COOPERATION BETWEEN CONTRACTORS**

- 5.8.1 GILBERT reserves the right to CONTRACT for and perform other or additional WORK on or near the WORK covered by the CONTRACT.
- 5.8.2 When separate contracts are let within the limits of any one PROJECT, each CONTRACTOR shall conduct his work so as not to interfere with or hinder the progress or completion of the WORK being performed by other CONTRACTORS. CONTRACTORS working on the same PROJECT shall cooperate with each other as directed.
- 5.8.3 Each CONTRACTOR involved shall assume all liability, financial or otherwise, in connection with his CONTRACT and shall protect and save harmless GILBERT from any and all damages or claims that may arise because of inconvenience, delay, or loss experienced by him because of the presence and operations of other CONTRACTORS working within the limits of the same PROJECT.
- 5.8.4 CONTRACTOR shall arrange his WORK and shall place and dispose of the MATERIALS being used so as not to interfere with the operations of the other CONTRACTORS within the limits of the same PROJECT. He shall join his WORK with that of others in an acceptable manner and shall perform it in proper sequence to that of the others.
- 5.8.5 GILBERT will not honor any claim for extra compensation due to delays, extra WORK, or extension of time caused by any other CONTRACTORS working within the limits of the same PROJECT.

## **5.9 INSPECTION**

- 5.9.1 CONTRACTOR shall furnish ENGINEER with every reasonable facility for ascertaining whether the WORK as performed is in accordance with the requirements and intent of the SPECIFICATIONS and CONTRACT. ENGINEER shall be permitted to inspect all MATERIALS and each part or detail of the WORK at any time for the purpose of expediting and facilitating the progress of the WORK. ENGINEER shall be furnished with such



information and assistance by CONTRACTOR as required to make a complete and detailed inspection. Should any WORK be covered up before acceptance or consent of ENGINEER, it must, if required by ENGINEER, uncovered for examination at CONTRACTOR'S expense. The direct control shall be solely the responsibility of CONTRACTOR'S foremen and superintendent.

5.9.2 When the United States government is to pay a portion of the cost of the WORK covered by the CONTRACT, the WORK shall be subject to the inspection of the representatives of the U.S. government. Such inspection shall in no sense make the U.S. government a party to this CONTRACT and will in no way interfere with the rights of either party under this CONTRACT.

5.9.3 The inspection of the WORK shall not relieve CONTRACTOR of any of his obligations to fulfill his CONTRACT as herein provided. Any unsuitable or defective MATERIALS and WORK may be rejected notwithstanding that such WORK and MATERIALS may have been previously overlooked and accepted or estimated for payment. Unsuitable or defective MATERIALS shall be removed from the site within three (3) days of such rejection.

## **5.10 LINES AND GRADES**

Profiles and elevations are indicated on the PLANS. All WORK under this CONTRACT shall be built in accordance with the lines and grades indicated on the PLANS. These lines and grades may be modified as provided in Part VI (Changes in the Work) in the CONTRACT. The establishment of the lines and grades shall be set forth under these GENERAL CONDITIONS, as modified by the SUPPLEMENTAL CONDITIONS. CONTRACTOR shall verify all vertical and horizontal controls using the nearest benchmark.

## **5.11 USE OF SITE**

5.11.1 CONTRACTOR shall confine operations at the site to areas permitted by law, ordinances, permits and the CONTRACT DOCUMENTS, and shall not unreasonably encumber the site with any MATERIALS or equipment.

5.11.2 CONTRACTOR shall coordinate all of the CONTRACT'S operations with, and secure approval from, ENGINEER before using any portion of the site.

## **5.12 SEPARATE CONTRACTS TO GILBERT**

5.12.1 If any part of CONTRACTOR'S WORK depends on proper execution or results of WORK performed by GILBERT or any separate CONTRACTOR, CONTRACTOR shall, prior to proceeding with the WORK, promptly report to ENGINEER any apparent discrepancies or defects in such other WORK that render it unsuitable for such proper execution and results. Failure of CONTRACTOR so to report shall constitute an acceptance of GILBERT'S or separate CONTRACTOR'S WORK as fit and proper to receive the WORK, except as to defects which may subsequently become apparent in such WORK by others.



5.12.2 Should CONTRACTOR wrongfully cause damage to the WORK or property of GILBERT, or to other WORK or property on the site, CONTRACTOR shall promptly remedy such damage.

5.12.3 Should CONTRACTOR wrongfully delay or cause damage to the WORK or property of any separate CONTRACTOR, CONTRACTOR shall, upon due notice, promptly attempt to settle with such other CONTRACTOR by agreement, or otherwise to resolve the dispute.

**5.13 TESTS**

5.13.1 If the CONTRACT DOCUMENTS, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any portion of the WORK to be inspected, tested or approved, CONTRACTOR shall give ENGINEER timely notice of its readiness so ENGINEER may observe such inspection, testing or approval. CONTRACTOR shall bear all costs of such inspections, test or approvals conducted by public authorities. GILBERT shall reserve the right to conduct additional tests and inspections, and, unless otherwise provided, GILBERT shall bear all costs of other inspections, tests or approvals.

5.13.2 Required certificates of inspection, testing or approval shall be secured by CONTRACTOR and CONTRACTOR shall promptly deliver them to ENGINEER.



## **PART VI**

### **GENERAL CONDITIONS**

#### **CHANGES IN THE WORK**

##### **6.1 CHANGES IN THE WORK**

- 6.1.1 GILBERT, without invalidating the CONTRACT and without notification of sureties, may order extra WORK, make changes by altering, or delete any portion of the WORK as specified herein, or as deemed necessary or desirable by GILBERT. All such WORK shall be executed under the conditions of the original CONTRACT except that any claim for extension of time and additional cost caused thereby shall be adjusted at the time of ordering such change or extra WORK.
- 6.1.2 In giving instructions, ENGINEER shall have authority to make minor changes in the WORK, not involving extra cost, and not inconsistent with the purposes of the WORK. No extra WORK or change shall be made unless in pursuance of a written order by GILBERT. Any claim for an addition to the CONTRACT SUM shall not be valid unless the change was so ordered, except in an emergency endangering life or property. If CONTRACTOR claims that any instructions involve extra cost under the CONTRACT, he shall within forty-eight (48) hours after the receipt of such instructions, provide notice to ENGINEER of such claim, and before proceeding to execute the WORK, except in an emergency endangering life or property, and the procedure shall then be as provided to approve CHANGE ORDERS.
- 6.1.3 It is mutually understood that it is inherent in the nature of municipal construction that some changes in the PLANS and SPECIFICATIONS may be necessary during the course of construction to adjust them to field conditions, and that it is of the essence of the CONTRACT to recognize a normal and expected margin of change. GILBERT shall have the right to make such changes in the PLANS and the character of the WORK as may be necessary or desirable to insure the completion of the WORK in the most satisfactory manner without invalidating the CONTRACT.
- 6.1.4 Changes shall be incorporated in the written CHANGE ORDER issued by GILBERT, which shall be written so as to indicate acceptance on the part of CONTRACTOR as evidenced by his signature.

##### **6.2 PRICING OF CHANGES**

- 6.2.1 If a CHANGE ORDER provides for an adjustment to the CONTRACT SUM, the adjustment shall be based on one of the following methods:
- 6.2.1.1 Where the WORK involved is covered by unity prices contained in the Bid Schedule, by application of the unit prices to the quantities of the items involved, as mutually agreed to by the CONTRACTOR and the ENGINEER.



- 6.2.1.2 By mutual acceptance of a unit price not contained in the Bid Schedule, or mutual acceptance of a lump sum price. The CONTRACTOR shall furnish ENGINEER with an itemized cost breakdown together with supporting data including the quantities used in computing the unit price and/or lump sum price of the WORK.
  - 6.2.1.3 Only when methods A and B above are exhausted, then on the basis of the Cost of Work plus a CONTRACTOR'S Fee for overhead and profit, as described below. (Cost Plus Basis).
  - 6.2.1.4 Whenever the cost of any work is to be determined on a Cost Plus Basis, CONTRACTOR will submit on forms acceptable to the ENGINEER, daily work sheets showing an itemized breakdown together with supporting data used to arrive at a final cost for the WORK. No payment will be made for work not verified by the ENGINEER. Final cost for the Change in the WORK shall be reflected and formalized in a Change Order.
- 6.2.2 Allowable costs for any CHANGE ORDER shall be limited to the following:
- 6.2.2.1 Costs of labor, including social security, Medicare and unemployment insurance, fringe benefits available to CONTRACTOR'S employees generally.
  - 6.2.2.2 Costs of first line supervision labor, including labor burden as described in Section 6.2.2 A. "First Line Supervision" shall mean a working foreman or lead craft worker other than the PROJECT superintendent.
  - 6.2.2.3 Actual cost of the PROJECT superintendent associated with any period of compensable delay caused by issuance of the CHANGE ORDER. In the absence of a compensable delay, all of the PROJECT superintendent's time is considered to have been paid for as part of the overhead.
  - 6.2.2.4 Actual costs of MATERIALS, including sales tax and delivery.
  - 6.2.2.5 Rental costs of machinery and equipment, based on the latest "schedule of equipment rates" used by the Arizona Department of Transportation, exclusive of small tools, whether rented from CONTRACTOR or others.
  - 6.2.2.6 Overhead and profit as specified below. "Overhead" shall include the following: Preparation of all paperwork related to changes in the WORK, including field review, estimating and cost breakdown; coordination and supervision, both office and field, including the PROJECT superintendent; vehicles, including gas and maintenance; small tools, incidentals and consumables; engineering, detailing, and revisions to shop drawings and record drawings; general office expense; extended and unabsorbed home office overhead; warranty; costs of bonds, liability insurance, and all taxes; and all other expenses not specifically included in Section 6.2.2.1
- 6.2.3 Upon receipt of a proposed CHANGE ORDER, CONTRACTOR shall promptly proceed with the change in the WORK and advise ENGINEER within five (5) working days of CONTRACTOR'S agreement or disagreement with the method, if any, provided in the proposed CHANGE ORDER for determining the proposed adjustment in the CONTRACT SUM or CONTRACT TIME. Failure to return the CHANGE ORDER to ENGINEER within



five (5) working days indicates CONTRACTOR'S AGREEMENT therewith, including adjustment in CONTRACT SUM and CONTRACT TIME or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a CHANGE ORDER.

- 6.2.4 If CONTRACTOR disagrees with the method for adjustment in the CONTRACT SUM, the adjustment shall be determined by ENGINEER on the basis of any of the methods described in Sections 6.2.1.1 through 6.2.1.4.
- 6.2.5 Overhead and Profit for actual cost of work performed by the Contractor and/or his Sub-Contractor, shall be determined in accordance with MAG Section 109.5. Cumulative total markup for all tiers of CONTRACTORS and SUBCONTRACTORS shall not exceed thirty percent (30%).
- 6.2.6 If the net value of a change results in a credit from CONTRACTOR or SUBCONTRACTOR, the credit shall be the actual net cost, plus five percent (5%) for overhead and profit. When both additions and credits covering related work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase or decrease, if any, with respect to the change.

### **6.3 COST PLUS ADJUSTMENT**

- 6.3.1 Record Keeping. In the event that the pricing method selected is the "cost plus" method described in Sections 6.2.1.3 and 6.2.1.4, CONTRACTOR shall keep and present daily, in such form as ENGINEER may prescribe, an itemized accounting together with appropriate supporting data of the labor, materials, and equipment used during that DAY. All labor shall be recorded on separate time sheets clearly identified with the CHANGE ORDER number and scope of extra work involved. These time sheets shall be signed daily by ENGINEER. No costs will be allowed for time not recorded and signed the same day the work takes place. CONTRACTOR and ENGINEER shall discuss and attempt to resolve any disputed concerning CONTRACTOR'S daily records at the time the report is submitted.
- 6.3.2 Reconciliation. CONTRACTOR shall on a monthly basis accompanying the progress payment request submit a reconciliation for all WORK performed under a cost plus CHANGE ORDER during the period of the progress payment. A final reconciliation shall be submitted within 30 days after the WORK of the CHANGE ORDER is completed. The reconciliation shall recap all costs and appropriate markups for the period. No costs will be allowed for work not included in a reconciliation within the time periods specified.

### **6.4 EFFECT ON SURETIES**

- 6.4.1 All changes authorized by the CONTRACT DOCUMENTS may be made without notice to or consent of the sureties on the CONTRACT bonds, and shall not reduce the sureties' liability on the bonds.
- 6.4.2 GILBERT reserves the right to require additional payment or performance bonds to secure a CHANGE ORDER.



## **PART VII**

### **GENERAL CONDITIONS**

#### **MATERIALS AND WORKMANSHIP**

##### **7.1 GENERAL**

- 7.1.1 All equipment, MATERIALS, and articles incorporated in the WORK covered by this CONTRACT shall be new and subject to review and acceptance by ENGINEER unless otherwise specifically provided for in the CONTRACT DOCUMENTS.
- 7.1.2 Where equipment, MATERIALS, or articles are referred to in the SPECIFICATIONS as "or equal to" any particular standard, ENGINEER shall decide the question of equality.
- 7.1.3 Wherever any standard published specification is referred to, the latest edition or revision, including all amendments, shall be used unless otherwise specified. MATERIALS of a general description shall be the best of their several kinds, free from defects, and adapted to the use for which provided. The physical characteristics of all MATERIALS not particularly specified shall conform to the latest standards published by the American Society for Testing and Materials, where applicable. All material shall be new and of the specified quality and equal to the accepted samples, if samples have been submitted.
- 7.1.4 All WORK shall be done and completed in a thorough, workmanlike manner in conformance with the CONTRACT DOCUMENTS. ENGINEER shall have the authority to reject WORK not in conformance with the CONTRACT DOCUMENTS.
- 7.1.5 In the event CONTRACTOR discovers any omission from these SPECIFICATIONS or from the PLANS, it shall be the duty of CONTRACTOR to call ENGINEER'S attention to apparent errors or omissions and request instructions before proceeding with the WORK. ENGINEER shall, by appropriate instructions, correct errors and/or omissions, which instructions shall be as binding upon CONTRACTOR as though contained in the original SPECIFICATIONS or PLANS.
- 7.1.6 CONTRACTOR may appeal a decision of ENGINEER made pursuant to Section 7.1 to GILBERT'S REPRESENTATIVE. Such appeal must be made in writing within forty-eight (48) hours of ENGINEER'S decision or the right to appeal is waived.

##### **7.2 SUBSTITUTION OF MATERIAL OR EQUIPMENT**

Substitution of material or equipment shall only be made pursuant to Section 1.8.

##### **7.3 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**

- 7.3.1 Shop drawings are drawings, diagrams, schedules and other data specially prepared for the WORK by CONTRACTOR or any SUBCONTRACTOR, manufacturer, supplier or distributor



to illustrate some portion of the WORK.

- 7.3.2 Product data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by CONTRACTOR to illustrate a material, product or system for some portion of the WORK.
- 7.3.3 Samples are physical examples that illustrate MATERIALS, equipment or workmanship, and establish standards by which the WORK will be judged.
- 7.3.4 All MATERIALS to be incorporated in the WORK shall be subject to sampling, testing and acceptance. Samples furnished by CONTRACTOR shall be representative of the MATERIALS to be used. ENGINEER may select samples or may require that samples be delivered to and tested at a laboratory designated by ENGINEER at no additional cost to GILBERT.
- 7.3.5 CONTRACTOR shall prepare, review, approve and submit to ENGINEER, with reasonable promptness and in such sequence as to cause no delay in the WORK or in the WORK of GILBERT or any separate CONTRACTOR all shop drawings, product data and samples required by the CONTRACT DOCUMENTS. CONTRACTOR shall cooperate with ENGINEER in the coordination of the shop drawings, product data and samples with those of other separate CONTRACTORS.
- 7.3.6 By preparing, approving and submitting shop drawings, product data and samples, CONTRACTOR represents that CONTRACTOR has determined and verified all MATERIALS, field measurements and field construction criteria related thereto, or will do so with reasonable promptness, and has checked and coordinated the information contained within such submittals with the requirements of the WORK, the PROJECT and the CONTRACT DOCUMENTS.
- 7.3.7 ENGINEER will review and approve or take other appropriate action upon CONTRACTOR'S submittals such as shop drawings, product data and samples for conformance with the SPECIFICATIONS. ENGINEER'S approval of the specific item shall not indicate approval of an assembly of which the item is a component.
- 7.3.8 All sampling and testing of MATERIALS shall be done in accordance with the latest designated standard methods AASHTO or ASTM, or in accordance with special methods designated in the SPECIFICATIONS. CONTRACTOR shall pay for all material testing required.

#### **7.4 MATERIALS FURNISHED BY GILBERT**

All MATERIALS and/or services to be furnished by GILBERT are indicated in the SUPPLEMENTAL CONDITIONS. The cost of CONTRACTOR handling and placing GILBERT-furnished MATERIALS shall be included in the CONTRACT price.



## **7.5 STORAGE OF MATERIALS**

- 7.5.1 CONTRACTOR shall provide proper storage facilities and exercise such measures as will insure the preservation of the specified quality and fitness of all MATERIALS and equipment to be used in the WORK. Stored MATERIALS shall be located so as to provide reasonable access for inspection. That portion of the right-of-way not required for public travel may be used for storage purposes unless prohibited by the other provisions of the PROJECT SPECIFICATIONS. Any additional space required shall be provided by CONTRACTOR at no cost to GILBERT. Protection of MATERIALS and equipment stored on the site shall be the responsibility of CONTRACTOR. GILBERT reserves the right to direct CONTRACTOR to provide proper means of protection for MATERIALS if such is deemed advisable by ENGINEER; however, the exercise of or failure to exercise this right shall not be deemed to relieve CONTRACTOR of his primary responsibility for protecting the material and equipment. CONTRACTOR shall provide suitable warehouses or other adequate means of protection for such of the MATERIALS and equipment as require storage or protection. CONTRACTOR shall store and care for the material and equipment in the most suitable manner to protect them from distortion, rain, dust, or other damage. Contractor shall maintain all material and equipment in accordance with the manufacturer's instructions. The cost of replacing any material or equipment damaged in storage shall be borne by CONTRACTOR, and the fact that material or equipment has been damaged after partial payment has been made shall not relieve CONTRACTOR of his primary responsibility. No motor shall be left uncovered or unprotected.
- 7.5.2 Payments for MATERIALS or equipment stored off the site shall be conditioned upon submission by CONTRACTOR of bills of sale to establish GILBERT'S title to such MATERIALS or equipment and certificate of insurance for storage in a bonded warehouse.

## **7.6 REJECTED MATERIALS AND WORK**

ENGINEER shall have the authority to reject MATERIALS which do not conform to the CONTRACT DOCUMENTS. Rejected MATERIALS shall be removed immediately from the site of the WORK unless otherwise permitted by ENGINEER. No rejected MATERIALS, the defects of which have been subsequently corrected, shall be used unless accepted by ENGINEER. If CONTRACTOR fails to remove and replace rejected material, GILBERT has authority to do so and to deduct the cost thereof from any monies due or to become due CONTRACTOR.

## **7.7 GUARANTEE OF WORK - WARRANTY**

- 7.7.1 CONTRACTOR warrants to GILBERT that all MATERIALS and equipment furnished under this CONTRACT will be new unless otherwise specified and that all WORK will be of good quality, free from faults and defects and in conformance with the CONTRACT DOCUMENTS. All WORK not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by GILBERT or ENGINEER, CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of MATERIALS and equipment. This warranty is not limited by any other provisions of the



## CONTRACT DOCUMENTS.

- 7.7.2 CONTRACTOR shall promptly correct all WORK rejected as defective or as failing to conform to the CONTRACT DOCUMENTS whether observed before or after acceptance and whether or not fabricated, installed or completed. CONTRACTOR shall bear all costs of correcting such rejected WORK, including compensation for the additional services of ENGINEER made necessary thereby.
- 7.7.3 If, within one year after the date of final acceptance by GILBERT of all WORK required by the CONTRACT DOCUMENTS or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the CONTRACT DOCUMENTS, any of the WORK is found to be defective or not in accordance with the CONTRACT DOCUMENTS, CONTRACTOR shall correct it promptly after receipt of written notice from GILBERT to do so unless GILBERT has previously given CONTRACTOR a written acceptance of such condition. This obligation shall survive termination of the CONTRACT, but it shall in no way limit the warranty set forth in Section 7.7.1. GILBERT shall give the notice required herein promptly after discovery of the condition.
- 7.7.4 CONTRACTOR shall remove from the site all portions of the WORK which are defective or non-conforming and which have not been corrected unless removal is waived by GILBERT.
- 7.7.5 If CONTRACTOR does not proceed with the correction of such defective or non-conforming WORK within a reasonable time fixed by written notice from ENGINEER, GILBERT may remove it and may store the MATERIALS or equipment at the expense of CONTRACTOR. If CONTRACTOR does not pay the cost of such removal and storage within ten (10) working days thereafter, GILBERT may upon ten (10) additional working days written notice sell such MATERIALS and equipment at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by CONTRACTOR including, but not limited to, compensation for ENGINEER'S additional services made necessary thereby. If the proceeds of sale do not cover all such costs, the amount to be paid by GILBERT to CONTRACTOR under the CONTRACT shall be reduced by the deficiency. If payments then due to CONTRACTOR are insufficient to cover deficiency, CONTRACTOR shall pay the difference to GILBERT.
- 7.7.6 CONTRACTOR shall bear the costs of making good all WORK of GILBERT or separate CONTRACTORS destroyed or damaged by CONTRACTOR'S correction or removal of defective WORK.
- 7.7.7 Nothing contained in this Section 7.7 shall be construed to establish a period of limitation with respect to any other obligation that CONTRACTOR might have under the CONTRACT DOCUMENTS. The establishment of the time period of one year after final acceptance or such longer period of time as may be prescribed by law or by the terms of any warranty required by the CONTRACT DOCUMENTS relates only to the specific obligation of CONTRACTOR to correct the WORK and has no relationship to the time within which CONTRACTOR'S obligation to comply with the CONTRACT DOCUMENTS may be sought to be enforced. Nor the time within which proceedings may be commenced to establish CONTRACTOR'S liability with respect to CONTRACTOR'S obligations other than specifically to correct the WORK.



7.7.8 In the event it is necessary for GILBERT to file suit to enforce any liability of CONTRACTOR, GILBERT shall be entitled to recover from CONTRACTOR, a reasonable sum as and for costs and attorneys fees, in addition to all other amounts found due and owing.

**7.8 NO EXERCISE OF AUTHORITY BY ENGINEER**

Neither ENGINEER'S authority to act under this Part VII nor any decision made by him in good faith either to exercise or not to exercise such authority shall give rise to any duty or responsibility of ENGINEER to CONTRACTOR, any SUBCONTRACTOR, any of their agents or employees or any other person performing any of the WORK.



## **PART VIII**

### **GENERAL CONDITIONS**

#### **LEGAL RELATIONS AND RESPONSIBILITY**

##### **8.1 LAWS TO BE OBSERVED**

- 8.1.1 CONTRACTOR is presumed to know, and at all times shall observe and comply with, all federal and state laws and local ordinances, including but not limited to (1) Workers' Compensation, occupation diseases, and unemployment compensation laws together with the payment of all premiums and taxes therefore; (2) all laws, ordinances, and regulations in any manner affecting the conduct of the WORK; and (3) all environmental laws and regulations and shall indemnify and save harmless GILBERT and its representatives against any claim arising from the violation of such laws, bylaws, ordinances, or regulations by CONTRACTOR, SUBCONTRACTORS and their employees and agents. CONTRACTOR'S particular attention is drawn, but not limited to, the laws in paragraphs 8.2, 8.3, 8.4, 8.5 and 8.15.
- 8.1.2 If CONTRACTOR performs any WORK knowing it to be contrary to such laws, ordinances and regulations, CONTRACTOR shall assume full responsibility therefore and shall bear all costs attributable thereto.

##### **8.2 HOURS OF LABOR**

All CONTRACTS made by or on behalf of the State of Arizona, or any of its political subdivisions, with any person for the performance of any WORK, or the furnishing of any material manufactured within the State, shall comply with the Fair Labor Standards Act and Section 23-391, Arizona Revised Statutes, as amended.

##### **8.3 ALIEN LABOR**

A person not a legal alien, citizen or ward of the United States shall not be employed upon or in connection with any state, county or municipal works or employment; provided that nothing herein shall be construed to prevent the working of prisoners by the state or by any county or municipality thereof on street or road work or other public work.

##### **8.4 LABOR DISCRIMINATION**

- 8.4.1 Attention is directed to Arizona Revised Statutes, Title 41, Chapter 9, Article 4, as amended, entitled "Discrimination in Employment."
- 8.4.2 When federal funds are to pay a portion of the cost of this PROJECT, then the BIDDER shall also comply with applicable paragraphs in the SUPPLEMENTAL CONDITIONS.



## **8.5 PERMITS AND LICENSES**

Except as otherwise provided in the CONTRACT DOCUMENTS, it is the duty of CONTRACTOR to procure all permits and licenses. There will be no charge to CONTRACTOR for any necessary GILBERT permits and inspections.

## **8.6 PATENTED DEVICES, MATERIALS, AND PROCESSES**

CONTRACTOR shall indemnify and save harmless GILBERT and its duly authorized representatives from all liabilities, judgments, costs, damages and expenses which may result from the infringement of any patents, trademarks or copyrights by reason of the use of any proprietary MATERIALS, devices, equipment or processes incorporated in or used in the performance of the WORK under this CONTRACT.

## **8.7 SURVEY LAND MONUMENTS**

Survey land monuments and property marks shall not be moved or otherwise disturbed by CONTRACTOR until an authorized agent, of the agency having jurisdiction over the land monuments or property marks setting, has witnessed or otherwise referenced their location, and only then in accordance with the requirements of the agency having jurisdiction.

## **8.8 PROTECTION OF PERSON AND PROPERTY**

- 8.8.1 CONTRACTOR shall adopt every practical means and comply with all laws, ordinances and regulations in order to minimize interferences to traffic and inconveniences, discomfort and damage to the public, including the provision of adequate dust control measures. All obstructions to traffic shall be guarded.
- 8.8.2 If an unsafe condition arises or exists during the progress of the WORK, or if GILBERT has reason to believe that an unsafe condition exists, CONTRACTOR shall suspend the WORK wholly or in part for such period as may be necessary to correct the unsafe condition.
- 8.8.3 Neither CONTRACTOR nor the SUBCONTRACTOR shall trespass upon private property. CONTRACTOR shall be responsible for all injury or damage to persons or property, directly or indirectly, resulting from operations of CONTRACTOR or SUBCONTRACTORS completing this WORK. CONTRACTOR shall ensure that both CONTRACTOR and SUBCONTRACTORS comply with the laws and regulations of GILBERT, county and state relating to the safety of persons and property. CONTRACTOR will be held responsible and required to make good any injury or damage to persons or property caused by CONTRACTOR or SUBCONTRACTORS or any agent or employee of either during the progress of the WORK and until its final acceptance.
- 8.8.4 CONTRACTOR shall protect against injury or damage to any pipes, sewer conduits, electrical conduits, lawns, gardens, shrubbery, trees, fences or other structures or property, public and/or private, encountered in this WORK except as stipulated elsewhere herein. CONTRACTOR shall be responsible and liable for any injury or damage or repair to such pipe, structures and property.



## **8.9 CONSTRUCTION SAFETY PROGRAM AND REGULATIONS**

The Arizona Occupational Safety and Health Act and the conditions set forth in the Occupation Safety and Health Standards (OSHA) shall constitute the outline for the safety program to be adhered to during the course of the PROJECT. CONTRACTOR shall keep a copy of these publications available at the jobsite for reference, as well as a copy of CONTRACTOR'S safety program.

## **8.10 PROTECTION OF ANTIQUITIES**

- 8.10.1 Attention is called to state and federal laws pertaining to the protection and preservation of sites or objects of archaeological, paleontological or historic interest and endangered species.
- 8.10.2 It shall be a provision of every CONTRACT that when features of archaeological, paleontological or historic interest are encountered or unearthed in the excavation of material pits, the roadway prism, or other excavation, CONTRACTOR shall stop work in the immediate vicinity of such feature, protect it from damage or disturbance, and report promptly to the Director of the Arizona State Museum and ENGINEER. When a possible endangered or threatened species is discovered, CONTRACTOR shall stop work and report promptly to ENGINEER.
- 8.10.3 WORK shall not be resumed in the immediate area until CONTRACTOR is advised by the authorities having jurisdiction that study or removal of the feature or features has been completed. CONTRACTOR will be allowed an appropriate CONTRACT time extension as provided in these General Conditions for construction time lost.

## **8.11 CONTINGENCIES**

All loss or damage arising from obstruction or difficulties which may be encountered in the prosecution of the WORK, from the action of the elements or from any act or omission on the part of CONTRACTOR, SUBCONTRACTOR or any person or agent employed by him shall be borne by CONTRACTOR.

## **8.12 NON-RESPONSIBILITY OF THE GILBERT**

Indebtedness incurred for any cause in connection with this WORK must be paid by CONTRACTOR, and GILBERT is hereby relieved at all times from any indebtedness or claim other than payments under terms of the CONTRACT.

## **8.13 PROPERTY RIGHTS IN MATERIAL**

Nothing in the CONTRACT shall be construed as vesting in CONTRACTOR any right of property in the MATERIAL used after they have been attached or affixed to the WORK or the soil and accepted. All such MATERIALS shall become the property of GILBERT upon being so attached or affixed.



#### **8.14 PROTECTION OF FINISHED OR PARTIALLY FINISHED WORK**

CONTRACTOR shall properly guard and protect all finished or partially finished WORK, and shall be responsible for the same until that phase is completed and accepted by GILBERT. Estimate or partial payment of WORK so completed shall not release CONTRACTOR from such responsibility, but he shall turn over the entire WORK in full in accordance with the SPECIFICATIONS before final payment can be made.

#### **8.15 ADMINISTRATIVE CLAIMS**

Prior to the commencement of litigation related to payment, the WORK or the CONTRACT DOCUMENTS, CONTRACTOR shall file an Administrative Claim with GILBERT. Such Notice shall be filed within 180 DAYS of the accrual of the cause of action. Otherwise any claim by CONTRACTOR against GILBERT, its officers or employees shall be barred.



## **PART IX**

### **GENERAL CONDITIONS**

#### **COMPLETION OF WORK, LIQUIDATED DAMAGES AND FINAL ACCEPTANCE**

##### **9.1 FAILURE TO COMPLETE WORK WITHIN TIME FOR COMPLETION AND LIQUIDATED DAMAGES**

- 9.1.1 It is hereby understood and mutually agreed by and between CONTRACTOR and GILBERT, that the date of beginning, rate of progress and the time for completion of the WORK to be done hereunder are essential conditions of this CONTRACT; and it is further mutually understood and agreed that the WORK embraced in this CONTRACT shall be complete on or before the dates set forth in Section 9.2 of this CONTRACT. CONTRACTOR agrees that said WORK shall be prosecuted regularly, diligently and uninterruptedly at such rate of time he specified. It is expressly understood and agreed, by and between CONTRACTOR and GILBERT that the time for completion of the WORK shall be in the time as identified in these CONTRACT DOCUMENTS.
- 9.1.2 For each working day that any part of the WORK remains uncompleted after the expiration of the time specified and/or allowed for completion of the WORK stipulated in the CONTRACT or ordered after the CONTRACT is signed, the sum per day set forth in Section 9.2 shall be deducted from any monies due CONTRACTOR, or if no money is due CONTRACTOR, GILBERT shall have the right to recover said sum or sums from CONTRACTOR, from the Surety, or both.
- 9.1.3 It shall be understood that the time to complete the PROJECT, beyond the contractual date of completion, is in itself prima facie evidence of actual damages incurred, and the amount of these deductions are to cover the liquidated damages caused by the loss of use, or limited use, of the facility and other additional GILBERT incurred losses, or expenses, due to the failure of CONTRACTOR to complete the WORK within the time specified.
- 9.1.4 The liquidated damages amounts set within Section 9.2 are fixed and agreed upon by and between CONTRACTOR and GILBERT because of the impracticability and extreme difficulty of fixing and asserting the actual damages GILBERT would in such event sustain, and said amounts are agreed to be the amount of damages which GILBERT would sustain, and said amounts may be retained from time to time by GILBERT from current periodical estimates.
- 9.1.5 It is further agreed that time is of the essence of each and every portion of this CONTRACT and of the SPECIFICATIONS where a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the CONTRACT an additional time is allowed as set forth in Section 4.243 of these CONTRACT DOCUMENTS for the completion of any WORK, the new time limit fixed by such extension shall be of the essence of this CONTRACT.



- 9.1.6 CONTRACTOR shall not be assessed with liquidated damages during any delay in the completion of the WORK where an extension of time has been granted by GILBERT pursuant to Section 4.243.

## **9.2 COMPLETION/LIQUIDATED DAMAGES**

- 9.2.1 Substantial Completion: The date of SUBSTANTIAL COMPLETION of the WORK, or designated portion thereof, is the date certified in writing by ENGINEER when construction is sufficiently complete, in accordance with the CONTRACT DOCUMENTS as they may have been modified by any CHANGE ORDERS agreed to by the parties, so that GILBERT may use or occupy the PROJECT, or a designated portion thereof, for the purpose for which it was intended. Certification of a designated portion of the WORK by ENGINEER as being Substantially Complete and occupancy of that portion thereafter by GILBERT shall neither release or otherwise operate to excuse CONTRACTOR from his duty to complete the remainder of the WORK within the CONTRACT TIME including liability for liquidated damages.

Time is of the essence and GILBERT will suffer financial damages due to CONTRACTOR'S failure to substantially complete the WORK within (85) Working DAYS following receipt of the NOTICE TO PROCEED. Liquidated damages of \$280 per day will be assessed CONTRACTOR for working each day beyond that time that CONTRACTOR fails to achieve SUBSTANTIAL COMPLETION.

- 9.2.2 Final Completion: The FINAL COMPLETION Date is the date when all items of the WORK are completely finished with no items of any scope outstanding or remaining to be completed, and all known defective work has been corrected. This is the date upon which the warranty period commences.

Time is of the essence and GILBERT will suffer financial damages due to CONTRACTOR'S failure to reach FINAL COMPLETION of the WORK within thirty (30) DAYS after the date of SUBSTANTIAL COMPLETION. Liquidated damages of \$280 per day will be assessed CONTRACTOR for each working day beyond that time that CONTRACTOR fails to achieve FINAL COMPLETION.

## **9.3 FINAL CLEANING UP**

At completion of the WORK and prior to final acceptance by GILBERT, a thorough cleaning of the areas affected shall be carried out by CONTRACTOR. The following list is not inclusive, but to act as a guideline:

### **9.3.1 VERTICAL PROJECTS**

- 9.3.1.1 Removal of all paint spots, stains, rubbish, debris, tools and equipment from all areas and broom clean. Steam clean all carpets and mop floors.
- 9.3.1.2 Cleaning interior and exterior of the buildings, including all windows in any area affected by the WORK.



- 9.3.1.3 Brush off, broom sweep, dust and clean ledges, stairs, doors, hardware, and any adjoining rooms or areas that were affected by the WORK.
- 9.3.1.4 Clear grounds and exterior paved areas and walks of all construction debris, dirt and dust and repair any SITE areas damaged during the course of construction.

Prior to final acceptance, CONTRACTOR shall conduct an inspection of sight-exposed surfaces, and all WORK areas, to verify that the entire WORK is clean. In the event CONTRACTOR fails to do so, GILBERT, may cause this WORK to be done at CONTRACTOR'S expense.

#### **9.3.2 HORIZONTAL PROJECTS**

- 9.3.2.1 Wash down, brush off, broom sweep, and clean all areas that were affected by the WORK.
- 9.3.2.2 Clear landscaped areas, paved areas, and walks of all construction debris, dirt and dust and repair any and all damaged which occurred during the course of construction, and post construction activities.

#### **9.4 RECORD DRAWINGS**

CONTRACTOR shall provide accurate data and field notes on red-line construction record drawings as construction progresses, for preparation of the "As-Built" drawings by ENGINEER.

#### **9.5 COMPLETION AND INSPECTION**

- 9.5.1 Notice of punch list inspection: When CONTRACTOR believes that the WORK is complete, it shall request in writing a punch list inspection. Within five (5) working days of the receipt of such request, ENGINEER shall make a punch list inspection or inform CONTRACTOR that the WORK is not ready for punch list inspection. Upon completion of the deficient WORK, CONTRACTOR shall again request a punch list inspection. CONTRACTOR shall be present at the punch list inspection. The purpose of the punch list inspection is to determine whether the WORK has been completed in accordance with the CONTRACT DOCUMENTS, including all CHANGE ORDERS and all interpretations and instructions previously issued. If CONTRACTOR fails to attend any punch list inspection, CONTRACTOR shall be charged for the cost of ENGINEER and other design professionals who attended the punch list inspection.
- 9.5.2 Punch list. ENGINEER shall notify CONTRACTOR in writing of any deficiencies to be remedied prior to final acceptance, by preparing a written list, known in the industry as a punch list. CONTRACTOR shall remedy all items shown on the punch list prior to final acceptance. No one is authorized to amend the CONTRACT DOCUMENTS by use of the punch list, which is solely for the benefit of CONTRACTOR to enable him to determine what items must be corrected before final acceptance will be recommended by the ENGINEER. GILBERT reserves the right to require compliance with the CONTRACT DOCUMENTS, notwithstanding the issuance of a punch list or the completion by CONTRACTOR of all items on the punch list.



## **9.6 FINAL ACCEPTANCE**

- 9.6.1 After all WORK under the CONTRACT DOCUMENTS has been completed, as determined by ENGINEER, including WORK found to be incomplete pursuant to Section 9.5, ENGINEER will recommend in writing to GILBERT that final acceptance of the entire WORK under this CONTRACT be made as of the date of ENGINEER'S final inspection. GILBERT will make final acceptance in writing promptly after receiving ENGINEER'S recommendation unless GILBERT has reason to believe the WORK is not ready for final acceptance.
- 9.6.2 Unless otherwise specified in either Section 9.2 or under SUPPLEMENTAL CONDITIONS, no partial acceptance of any portion of the WORK will be made and no acceptance other than the final acceptance to the overall completed PROJECT will be made. No inspection or acceptance pertaining to specific parts of the WORK shall be construed as final acceptance of any part until the overall final acceptance is made by GILBERT.



## **PART X**

### **GENERAL CONDITIONS**

#### **PAYMENTS TO CONTRACTORS**

##### **10.1 GENERAL**

- 10.1.1 The basis of payment for construction of a PROJECT shall be in full for all WORK actually performed in accordance with the PLANS and SPECIFICATIONS, and shall include all labor and MATERIALS incorporated in the completed WORK.
- 10.1.2 Application for payment shall be made on GILBERT approved payment application form and accompanied by a cover letter in a format approved by GILBERT.
- 10.1.3 In the event of a dispute over any amounts owed, GILBERT shall pay the undisputed amount and proceed in good faith to resolve the dispute. Pending final resolution of the dispute, CONTRACTOR shall proceed diligently with performance of the CONTRACT and GILBERT shall continue to make payments in accordance with the CONTRACT DOCUMENTS to the extent such payments are undisputed by GILBERT.

##### **10.2 PARTIAL PAYMENT**

- 10.2.1 Once each month GILBERT will make a partial payment to CONTRACTOR on the basis of a duly certified and approved estimate prepared by CONTRACTOR and accepted by ENGINEER for WORK completed through the last day of the preceding calendar month. If requested by the ENGINEER, CONTRACTOR shall provide supporting data substantiating its corrections. The estimate will cover the WORK performed by CONTRACTOR during the preceding calendar month plus the invoice cost of MATERIAL suitably stored at the site of the PROJECT if CONTRACTOR desires payment for MATERIAL stored. Until final completion and final acceptance, retainage from progress payments to CONTRACTOR shall be ten percent (10%) of each payment. After the CONTRACT is fifty percent (50%) complete, however, one-half of the amount retained shall be paid to CONTRACTOR and the remaining retention shall be five percent (5%) of each payment provided CONTRACTOR is making satisfactory progress on the PROJECT as determined by GILBERT; otherwise, retention shall remain at ten percent (10%). The partial payment shall be paid on or before ten (10) working days after the certified and approved estimate of the WORK is received by GILBERT.
- 10.2.2 Cost of MATERIAL properly stored will be based on vendors' invoices that shall be listed by CONTRACTOR. A copy of each such invoice shall accompany the first estimate in which payment is requested for MATERIAL covered by the invoice. This list shall be revised and brought up-to-date by CONTRACTOR for each estimate. The revised list shall show the total amount of each invoice, the invoice amount that has been incorporated in the WORK, and the remaining invoice amount that is stored for which payment is required that month. Only those MATERIALS that will become an integral part of the final completed PROJECT may be included for partial payment as MATERIAL stored. Partial payments for jobsite delivered



material or equipment will in no way reduce CONTRACTOR'S responsibility for such MATERIAL or equipment until it has been installed.

10.2.3 **VERTICAL PROJECTS** Schedule of Values: Not later than five (5) working days before the first Application for Payment, CONTRACTOR shall submit to ENGINEER a schedule of values reflecting, as nearly as reasonably possible, the actual values of the various components of the WORK. CONTRACTOR shall provide separate line items for CONTRACTOR'S overhead and profit, supervision, insurance, bonds, allowances, and taxes. CONTRACTOR shall prepare the Schedule of Values on a form essentially equal to AIA Document G702/G703, or other as approved by the PM/CM. If requested by ENGINEER, CONTRACTOR shall provide supporting data substantiating its correctness.

10.2.4 No partial payment shall be made until updated red-line construction record drawings are reviewed and approved by the ENGINEER, through the date for which partial payment is requested, reviewed, and determined to reflect actual WORK in place.

### 10.3 **PAYMENT OF ITEMS IN BID**

10.3.1 Only those items listed in the Bid are pay items.

10.3.2 Compensation for all WORK necessary for the completion of the PROJECT shall be included by the BIDDER in the price bid for the items shown in the Bid.

### 10.4 **PAYMENT FOR "EXTRA WORK" AND FOR "CHANGES IN THE WORK"**

Payment for changes in the WORK and for claims for extra WORK will be made as stated in Part VI of these GENERAL CONDITIONS.

### 10.5 **ASSIGNMENT OF PAYMENTS**

10.5.1 Claims for monies due or to become due CONTRACTOR may be assigned to a bank, trust company, or other financial institution, and may thereafter be further assigned and reassigned to any such institution. Any such assignment or reassignment may be made to one (1) party as agent or trustee for two (2) or more parties participating in such financing.

10.5.2 No assignment by CONTRACTOR of any CONTRACT to be entered into hereunder, or of any part thereof, or of funds to be received thereunder by CONTRACTOR will be recognized by GILBERT unless such assignment has had prior consent of GILBERT and the surety has been given notice of such assignment in writing and has consented thereto in writing.

### 10.6 **FINAL PAYMENT AND CONTRACT CLOSEOUT**

10.6.1 When CONTRACTOR determines that the CONTRACT is complete and all items on the punch list have been satisfied, or contends that such items are not required by the CONTRACT DOCUMENTS, CONTRACTOR shall submit a request for final payment. No final payment shall be made until all WORK has been finally accepted.



10.6.2 Simultaneously with CONTRACTOR'S request for final payment, CONTRACTOR shall submit the following items to ENGINEER:

- 10.6.2.1 Red-line construction record drawings
- 10.6.2.2 Warranties
- 10.6.2.3 Three sets of documentation completely covering the operation and maintenance of the mechanical and electrical installation and all other equipment required by the SUPPLEMENTAL CONDITIONS to be furnished with such manuals. The documentation shall include charts, diagrams, performance curves, catalog information, lubrication manuals, and details pertaining to the functioning of various items of equipment. The documentation shall be divided logically into "systems" on the basis of operation, without respect to trades, subcontractors or arbitrary specifications sections. The relationship of the "systems" shall be clearly and concisely detailed.

10.6.3 Other items required by the SUPPLEMENTAL CONDITIONS.

10.6.4 Upon receipt of the submittals required in Section 10.6.2, ENGINEER shall prepare a written estimate of the sum due to CONTRACTOR. This estimate shall take into account the CONTRACT SUM, as adjusted by any CHANGE ORDERS, amounts already paid, and sums to be retained for incomplete WORK, liquidated damages, and for any other cause under the CONTRACT DOCUMENTS. ENGINEER shall prepare a statement of final inspection, stating that the work has been given a final inspection, that CONTRACTOR has submitted the required documents, setting forth with detail any deviations in the WORK as completed from the CONTRACT DOCUMENTS, and estimating the cost of correction of such deviations. ENGINEER'S statement shall be transmitted to GILBERT along with CONTRACTOR'S request for final payment. ENGINEER shall provide a copy of the statement of final inspection and ENGINEER'S estimate of the sum due to CONTRACTOR.

10.6.5 If CONTRACTOR contests the estimate of sums due prepared by ENGINEER, within five (5) working days following delivery to CONTRACTOR of ENGINEER'S estimate of the sum due, CONTRACTOR shall file its protest in writing with the GILBERT Town Clerk, setting forth in detail all grounds alleged by him to justify an adjustment to ENGINEER'S final estimate. Failure to file a protest within the five (5) working days specified above shall constitute a waiver and acceptance by CONTRACTOR of ENGINEER'S estimate.

10.6.6 Neither acceptance of, nor payment for, the WORK or any part thereof, nor any extension of time, nor any possession taken by GILBERT shall operate as a waiver of any of the provisions of the CONTRACT DOCUMENTS, nor shall a waiver of any breach of the contract be held to be a waiver of any other or subsequent breach. Acceptance by GILBERT shall not be deemed an acceptance of latent defects, nor shall it constitute a waiver of any of the provisions of the CONTRACT DOCUMENTS.

## **10.7 USE OF GILBERT'S ALLOWANCE**



- 10.7.1 The CONTRACT SUM includes a GILBERT allowance which is not a part of the total bid price. This allowance is to be used at the sole discretion of GILBERT for the completion of unspecified work not covered by other bid items. Authorization for work under this bid item shall be made by the CONSTRUCTION MANAGER and GILBERT prior to the start of such work. The Allowance Authorization Form attached to these General Conditions shall be executed by the CONTRACTOR, PM/CM and GILBERT prior to start of such work.
- 10.7.2 When applicable unit costs from the bid schedule can be used, the CONTRACTOR shall be bound by these costs for the additional work compensated through the allowance; otherwise the cost of allowance work shall be estimated in the same manner as a change order in accordance with Section 6.2 of the General Conditions.
- 10.7.3 After the additional work is approved, the CONTRACTOR may invoice the cost of such work in accordance with the payment process in the General Conditions.
- 10.7.4 Any unused part of the GILBERT allowance shall be retained by GILBERT at the end of the project via a deductive change order.



**BID FORM**

FOR: TOWN OF GILBERT  
50 East Civic Center Drive  
Gilbert, Arizona 85296

Bid of G.U.Y. CONSTRUCTION, LLC

CONTRACTOR'S License No. 210613

A corporation organized and existing under the laws of the State of ARIZONA; or a partnership consisting of \_\_\_\_\_, partners; or an individual conducting business as hereinafter called the BIDDER.

TO: THE HONORABLE MAYOR AND COUNCIL  
Town of Gilbert  
50 East Civic Center Drive  
Gilbert, Arizona 85296

The undersigned acknowledges that he has received and familiarized himself with the following:

CONTRACT DOCUMENTS  
PROJECT MANUAL AND DETAILS  
DRAWINGS

ADDENDA No. 1 dated 6-13-13; No. \_\_\_\_\_ dated \_\_\_\_\_  
No. \_\_\_\_\_ dated \_\_\_\_\_; No. \_\_\_\_\_ dated \_\_\_\_\_  
No. \_\_\_\_\_ dated \_\_\_\_\_; No. \_\_\_\_\_ dated \_\_\_\_\_

The undersigned further acknowledges that he has visited the site and has familiarized himself with local conditions affecting the cost of the WORK at the place where the WORK is to be done. The undersigned further acknowledges that if his bid is accepted he shall be bound by the terms of the CONTRACT DOCUMENTS.

In submitting this Bid, the undersigned agrees:

1. To furnish all material, labor, tools, expendable and construction equipment, and all utility and transportation services necessary to furnish and install, in a workmanlike manner, all WORK at the PROJECT listed herein in strict conformity with the Construction Documents prepared by TOWN OF GILBERT for the consideration hereinafter set forth.

2. To hold his Bid open for not less than one hundred ninety days (90) DAYS after the receipt of Bids and to accept the provisions of the instructions to BIDDERS regarding disposition of BID SECURITY.



3. To enter into and execute a CONTRACT if awarded on the basis of this Bid within ten (10) days after AWARD of the Bid, and to furnish a PERFORMANCE BOND, a Labor & Material PAYMENT BOND and certificates of insurance in accord with the General Conditions and General Requirements of this CONTRACT and to deliver executed Bonds and Insurance Certificates to GILBERT'S representative within ten (10) DAYS following the issuance of the NOTICE OF AWARD.

4. To utilize the subcontractors and suppliers attached to this Bid Form unless authorized by GILBERT to substitute another subcontractor or supplier.

5. To achieve substantial completion and final completion within the time period stated in the CONTRACT DOCUMENTS taken from the date of NOTICE TO PROCEED or the date otherwise established for the commencement of WORK.

6. The undersigned agrees that time is of the essence and GILBERT will suffer financial damages due to CONTRACTOR'S failure to complete the WORK within the CONTRACT TIME. The liquidated damages shall be as follows for each working day beyond the CONTRACT TIME for which CONTRACTOR shall fail to complete the WORK:

Substantial completion - \$280 per working day

Final completion - \$280 per working day

7. The undersigned has attached the required BID SECURITY and other items required in the Instructions to BIDDERS. The BID SECURITY shall become the property of Town of Gilbert, Arizona, as liquidated damages for the delay and additional WORK caused thereby in the event the CONTRACT and Bonds are not executed within the time set forth above.

TS169- Pecos Road Conduit Installation

May 2013

Descriptions of work for this project follows.

The work consists of installing interconnect conduit and pull boxes at locations along the Pecos Road corridor to complete a continuous system for installation of future fiber optic cables. Conduit will cross the RWCD canal by being encased in the concrete sidewalk and across the East Maricopa Floodway by hanging conduit from the bridge under deck.



# **TOWN OF GILBERT**

## **ADDENDUM NO. 1**

### **TO BID DOCUMENTS FOR**

**Project Name: Pecos Road Conduit Installation**  
**Project Number: TS169**  
**Contract Number: 2013-7008-0316**

**June 13, 2013**

This Addendum contains a total of 1 page plus 1 page Bid Schedule (2 total pages)  
<http://www.gilbertaz.gov/rfp/default.cfm>

The following revisions to the Bid Documents and/or Drawings for the project shall become a part of the Contract Documents. Only these items are to be altered. The remainder of the original Bid Documents and/or Drawings maintains validity in their entirety. **The Bidder shall remove the original Bid Schedule and submit bids using the Bid Schedule provided with this Addendum. Failure to do so will result in the proposal being declared non-responsive.**

**1. Clarification to Section 478 of the Special Conditions:**

- Contractor will be required to pull metal disc mandrels through existing conduit and install new detectable pull tape per requirements specified in Section 478 of the Special Conditions. Measurement and Payment for this work will be the linear foot of existing conduit that mandrels are pulled through with new detectable pull tape being installed. Payment will be made under Bid Item 478-8 of the Bid Schedule.
- Installation of new detectable pull tape will not be measured for payment at locations where new conduit is being installed. The detectable pull tape is considered incidental to the new conduits.

**2. Attached REVISED June 13, 2013 Town of Gilbert Bid Schedule, Page A-3 to *replace* original Town of Gilbert Bid Schedule, Page A-3.**

The following additions have been made to the attached Bid Schedule:

- Item 478-8 - Pull Metal Disc Mandrels and Install New Detectable Pull Tape

End of Addendum No. 1



NAME OF BIDDER: G.U.Y. CONSTRUCTION, LLC

**TOWN OF GILBERT  
 BID SCHEDULE  
 Revised By Addendum No. 1  
 June 13, 2013**

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
105-1	Construction Stakes, Lines and Grades	LS	1	586.00	586.00
107-1	Storm Water Pollution Prevention Plan	LS	1	4,658.00	4,658.00
109-1	Mobilization/Demobilization	LS	1	4,850.60	4,850.60
340-1	Concrete Sidewalk or Driveway, 9" Thick	SF	1,300	7.55	9,815.00
350-1	Remove Exst Concrete Sidewalk, Driveway, or Slab	SF	1,300	3.45	4,485.00
350-2	Remove Exst Conduit	LF	15	3.07	46.05
350-3	Remove Exst Pull Box	EACH	1	88.58	88.58
401-1	Maintenance of Traffic	LS	1	9,177.00	9,177.00
431-1	Regrading / Landscape and Irrigation Restoration	LS	1	11,458.00	11,458.00
478-1	Electrical Conduit, Sch. 40, 3"	L.F.T.	1,365	8.09	11,042.85
478-2	Electrical Conduit, Sch. 40, 3" (Directional Drill)	LF	200	51.21	10,242.00
478-3	Electrical Conduit, Galvanized Steel, 3" (Directional Drill Under Approach Slab)	L.F.T.	32	67.28	2,152.96
478-4	Electrical Conduit, Galvanized Steel, 3" (in Bridge)	L.F.T.	241	31.29	7,540.89
478-5	No. 9 Pull Box	EACH	2	3,421.00	6,842.00
478-6	New Pull Box Lid (Fibrelyte)	EACH	3	183.00	549.00
478-7	No. 7 Pull Box w/ Extension	EACH	1	741.00	741.00
478-8	Pull Metal Disc Mandrels and Install New Detectable Pull Tape	LF	10,800	0.78	8,424.00
602-1	MaxCell Fabric Innerduct, (3" - 3 Cell)	LF	1,200	5.48	6,576.00
	<b>Allowances</b>				
	Town of Gilbert Controlled Allowance	LS	1	\$15,000.00	\$15,000.00

<b>TOTAL BID PRICE</b>		<b>\$ 114,274.93</b>
(Items 105-1 to 602-1 and Town of Gilbert Controlled Allowance Inclusive)		(In Numbers)
One hundred fourteen thousand, two hundred seventy four and (In Words)		Dollars <b>Nine</b> Cents (In Words)



CONTRACT SUM (total bid price plus GILBERT'S allowance) \$ 114,274.93  
(In Numbers)

One hundred fourteen thousand, two hundred seventy four and  
Ninety three Dollars 93 Cents  
(In Words)

In evaluating Bids, discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

Bidders are required to fill in all blank spaces with an entry. Bids submitted with blank spaces may be considered "Non-Responsive".

Quantities shown in this bid schedule are approximate only, and are used for the purpose of bid comparison.

In submitting this Bid, it is understood that the right to reject any and all Bids and to waive irregularities in the Bidding has been reserved by GILBERT.

The undersigned hereby certifies that the information submitted herewith, including any attachment is true to the best of his knowledge and belief.

Dated this 19 day of JUNE, 2013.

G.U.Y. CONSTRUCTION, LLC  
Name of BIDDER (Company)

1050 N. E1 MIRAGE Rd. Suite H-111  
Address of BIDDER

AVONDALE, ARIZONA - 85323  
City, State, Zip Code

623-925-8288  
Area Code/Telephone Number

623-925-8588  
Fax Number

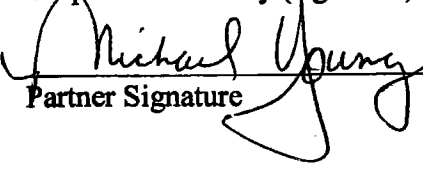
MICHAEL YOUNG / MEMBER  
Authorized Officer/Title

Michael Young  
Authorized Officer Signature



(I) (We), the undersigned (Corporate Secretary) (Partners), hereby certify that the above-named Officer is hereby authorized to execute all documents relative to this bid and the administration of this bid for and on behalf of the Company named above.

\_\_\_\_\_  
Corporate Secretary (signature) or

  
\_\_\_\_\_  
Partner Signature

\_\_\_\_\_  
Partner Signature



**LIST OF SUBCONTRACTORS AND SUPPLIERS**  
**To be submitted only if requested by Gilbert after bid opening**

Provide the information requested below for those subcontractors and suppliers to whom the BIDDER intends to award a Subcontract greater than or equal to one percent (1%) of the Bid amount. If the BIDDER intends to self-perform a classification of WORK for which a specialty contractor's license is required, the BIDDER shall nominate itself in the spaces provided for that purpose, and the BIDDER shall furnish the BIDDER'S contractor's license number(s) for that classification. For each subcontractor, manufacturer, supplier, person, firm and corporation, the BIDDER shall enter, if available, the telephone number and required licensing information. Failure to provide this information if requested by GILBERT will be just cause for GILBERT to declare the BIDDER'S Bid non-responsive.

WORK TO BE PERFORMED	NOMINEE	CLASSIFICATION & LICENSE NUMBER	PERCENT OF BASE BID
1. <i>Boeing</i>	<i>R. DIRECTIONAL</i>	<i>A/284005</i>	<i>0093</i>
2.			
3.			
4.			
5.			
6.			
7.			

EQUIPMENT/MATERIAL SUPPLIER – (list supplier and material or equipment to be provided)

1. *BROWN ELECTRICAL Supply - CONDUIT, BOXES & Fittings*
- 2.
- 3.
- 4.
- 5.

Submitted by: *Michael Young / G.U.V. CONSTRUCTION, LLC*



(Bidder)

Signed By: \_\_\_\_\_

Name and Title: \_\_\_\_\_

*Michael Young*  
*MICHAEL YOUNG / MEMBER*



**COPY(s) OF BIDDER'S STATE OF ARIZONA CONTRACTOR'S LICENSE(S)**

Attach copy of required license(s)



STATE OF ARIZONA

Office of the  
Registrar of Contractors

License No. ROC210613

*This is to Certify That*

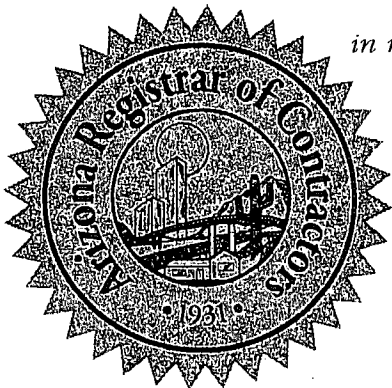
**G U Y CONSTRUCTION L L C**

*having been shown to possess all the necessary qualifications, and having complied with all the requirements of the law,  
is by order of the Registrar of Contractors duly licensed and admitted to engage in and pursue the business of*

**A-  
GENERAL ENGINEERING**

*Contractor in the State of Arizona. Given under my hand and the seal of the Registrar of Contractors*

*in my office, City of Phoenix, this* **8TH** *day of* **AUGUST, 2005.**



  
DIRECTOR



**BID BOND**  
(Surety Bond)

KNOW ALL MEN BY THESE PRESENTS:

That we, G.U.Y. Construction, LLC, (hereinafter "Principal"), and the Travelers Casualty and Surety Company of America, a corporation duly organized under the laws of the State of Connecticut, duly licensed in and holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, (hereinafter "Surety"), as Surety, are held and firmly bound unto Town of Gilbert, a municipal corporation as Obligee, in the sum of ten percent (10%) of the amount of the bid included in the proposal, submitted by the Principal to the Mayor and Council of Town of Gilbert, for the WORK described below, for the payment of which sum, well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, and administrators, successors and assigns, jointly and severally, firmly by these presents, and in conformance with A.R.S. § 34-201.

WHEREAS, the Principal is herewith submitting its Bid for  
Pecos Road Conduit Installation, CIP No. TS169, Contract No. 2013-7008-0316

NOW, THEREFORE, if Town of Gilbert shall accept the Proposal of the Principal and the Principal shall enter into a CONTRACT with Town of Gilbert, in accordance with the terms of such proposal and give the Bonds and Certificates of Insurance as specified in the SPECIFICATIONS with good and sufficient surety for the faithful performance of the CONTRACT and for the prompt payment of labor and material furnished in the prosecution of the CONTRACT, or in the event of the failure of the Principal to enter into the CONTRACT and give the Bonds and Certificates of Insurance, if the Principal pays to Town of Gilbert the difference not to exceed the penalty of the bond between the amount specified in the Proposal and such larger amount for which Town of Gilbert may in good faith CONTRACT with another party to perform the WORK covered by the Proposal, then this obligation is void. Otherwise it remains in full force and effect provided, however, that this Bond is executed pursuant to the provisions of Section 34-201, Arizona Revised Statutes, and all liabilities on this Bond shall be determined in accordance with the provisions of the Section to the extent as if it were copied at length herein.

This Surety Bond shall not be executed by an individual surety or sureties, even if the requirements of A.R.S. Section 7-101 are satisfied.



Signed and sealed this 6th day of June, 2013.

G.U.Y. Construction, LLC

Michael Young  
Principal

MEMBER  
Title

Witness:

Edna O. Young

Travelers Casualty and Surety Company of America

Mark E. Wobbe  
Surety

Mark E. Wobbe, Attorney-in-Fact

Title

Witness:

Eric R. Seifer

Address of Surety:

280 East 96th Street, Suite 300

Indianapolis, IN 46240

\* Attach Power of Attorney





## POWER OF ATTORNEY

Farmington Casualty Company  
 Fidelity and Guaranty Insurance Company  
 Fidelity and Guaranty Insurance Underwriters, Inc.  
 St. Paul Fire and Marine Insurance Company  
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
 Travelers Casualty and Surety Company  
 Travelers Casualty and Surety Company of America  
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 225303

Certificate No. 005358920

**KNOW ALL MEN BY THESE PRESENTS:** That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Barbara E. Pearson, Sandra K. Wallace, Nicole L. Bicknell, Mark E. Wobbe, Debra K. Livrone, Jennifer L. Kasznia, and William J. Cerney, III

of the City of South Bend/Plymouth, State of Indiana, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 7th day of February, 2013.

Farmington Casualty Company  
 Fidelity and Guaranty Insurance Company  
 Fidelity and Guaranty Insurance Underwriters, Inc.  
 St. Paul Fire and Marine Insurance Company  
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
 Travelers Casualty and Surety Company  
 Travelers Casualty and Surety Company of America  
 United States Fidelity and Guaranty Company



State of Connecticut  
 City of Hartford ss.

By: Robert L. Raney  
 Robert L. Raney, Senior Vice President

On this the 7th day of February, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**In Witness Whereof**, I hereunto set my hand and official seal.  
 My Commission expires the 30th day of June, 2016.



Marie C. Tetreault  
 Marie C. Tetreault, Notary Public



**AFFIDAVIT BY CONTRACTOR  
CERTIFYING THAT THERE WAS  
NO COLLUSION IN BIDDING FOR CONTRACT**

STATE OF ARIZONA       )  
                                      ) ss.  
Town of Gilbert        )

Michael Young  
(Name of Individual)

BEING DULY SWORN, DEPOSES AND SAYS:

That he is MEMBER of G.U.Y. CONSTRUCTION, LLC  
(Title) (Name of Business)

That pursuant to Section 34-253 of the Arizona Revised Statutes, he certifies as follows:

That neither he nor anyone associated with the said G.U.Y. CONSTRUCTION, LLC  
(Name of Business)  
has directly, or indirectly entered into any agreement, participated in any collusion or otherwise  
taken any action in restraint of free competitive bidding in connection with this PROJECT.

AND FURTHER that Contractor has not expended nor will expend any money to influence any  
member of the Town Council of the Town of Gilbert, a GILBERT department or a GILBERT  
employee in connection with the award of this Contract.

Michael Young  
(Signature)  
MEMBER  
(Title)

G.U.Y. CONSTRUCTION, LLC  
(Name of Business)

SUBSCRIBED AND SWORN TO BEFORE ME this 18th day of  
June, 2013.

Kristine Krahn  
Notary Public

My commission expires:

Dec 15, 2013





**BIDDERS' QUESTIONNAIRE**  
[To Be Submitted With Bid]

**BIDDER'S RESPONSIBILITY  
SUPPLEMENTAL EVALUATION CRITERIA**

**Organizational Information**

BIDDER: G.U.V. CONSTRUCTION, LLC  
(Bidder's name)

Submitted by:

Name of Organization: G.U.V. CONSTRUCTION, LLC

Name of Individual: MICHAEL YOUNG

Title: MEMBER

Address: 1050 N. EL MIRAGE ROAD

SUITE H-111

AVONDALE, AZ 85323

Telephone: (623) 925-8288

Bidder's General Business Information

Check If: ☐ Corporation ☒ Partnership ☐ Joint Venture ☐ Sole Proprietorship

**If Corporation:**

a. Date and State of Incorporation:

\_\_\_\_\_  
\_\_\_\_\_

b. List of Executive Officers:

Name

Title

\_\_\_\_\_  
\_\_\_\_\_



**If Partnership:**

- a. Date and State of Organization

6/05 ARIZONA

- b. List of Current General Partners:

Name	Title
MICHAEL YOUNG	MEMBER
MICHAEL URBANSKI	member

- c. Type of Partnership:

☐ General ☐ Publicly Traded ☒ Limited  
☐ Other (describe):

**If Joint Venture:**

- a. Date and State of Organization:

- b. Name and Address of Owner or Owners:



Is your organization a member of a controlled group of corporations as defined in IRC Sec. 1563? ☐ Yes ☒ No

If yes, show names and addresses of affiliated companies:

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Furnish the following information with respect to an accredited banking institution familiar with your organization:

Name of Bank: WELLS FARGO  
Address: 9070 W. GLENDALE AVE., SUITE 111  
GLENDALE, AZ 85305  
Account Manager: Lily Ng HARDING  
Telephone Number: (623) 872-4306



**Similar Projects**  
**(Use Separate Sheets as needed)**

Provide information for at least TWO (2) similar projects successfully completed within the last FIVE (5) years. (See Section 1.1.2.)

BIDDER: G.U.V. CONSTRUCTION, LLC / SUB FOR ARCHER WESTERN  
(Bidder's name)

a. Name of Similar Project #1: VALLEY METRO Light Rail

b. Contracting Party (Owner):  
Name: VALLEY METRO RAIL  
Address: 101 N. 1ST STREET PHX, AZ 85003  
Telephone Number: (602) 251-2039

c. If Joint Venture, names of each participant:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

d. Contract Price: \$256,717.00

e. Description of Similar Project #1: INSTALLATION OF ELECTRICAL SYSTEMS,  
INCLUDING CONDUIT, CABLE, SWITCHGEAR & FIXTURES FOR STATIONS.  
(Briefly describe here, and attach a copy of the description in the Contract. Technical specifications may be requested by GILBERT.)

f. Construction Manager(s) during the Similar Project #1:  
Name: Doug Post  
Address: \_\_\_\_\_  
Telephone Number: (602) 246-1485

g. Start date (notice to proceed issued): 4/2006

h. Completion date provided for in the Contract: 5/2009

i. Substantial completion date (approved by Owner): 9/2009

j. Reasons why work was completed early, or why delays occurred:  
NO DELAYS



- k. Final price paid by Owner for the Similar Project #1: 9,174,130.43
- l. If final price was 10% less or more than the original Contract Price, describe why:  
DESIGN CHANGES
- m. Describe any large cost over-runs (claims in excess of \$ \_\_\_\_\_) disputed or contested by the Owner, the reasons for dispute, and ultimate resolution of the dispute:  
NONE
- n. Did Owner file a lawsuit against Bidder concerning performance?  
Yes \_\_\_\_\_ No X If so, what was the result? \_\_\_\_\_
- o. Following final payment on the Similar Project, has Bidder voluntarily or otherwise provided any additional work or repairs, or made any payments to the Owner to cure defects or fulfill warranties made to the Owner concerning the quality of the performance/or the work involved in the Similar Project? Describe:  
NO
- p. Has your company undergone a major change in ownership, management, size, or expertise since the time of this Similar Project? Yes \_\_\_\_\_ No X Describe: \_\_\_\_\_

**All answers should be complete and informative. Attach additional sheets if needed to give a full answer. GILBERT may in its discretion request Bidder to provide additional information concerning this Similar Project as part of its evaluation of the responsibility of the Bidder prior to award of the Contract.**



## G.U.Y. Construction, LLC - Construction Projects Completed in Past 5 Years

Name	Owner	Role	Contact	Architect/Engineer	Contract Value	Date of Completion	Scope of Work
Dynamic Message Sign Installation	City of Austin	Prime	Brian Craig 512-974-4061	City of Austin	417,738.00	August, 2012	Installation of Dynamic Message Signs around downtown Austin, TX
Traffic Communication Improvements	TXDOT	Prime Contractor	Mike Camus 512-689-1374	TXDOT	352,164.00	April, 2012	Installation of wireless communication equipment for traffic signal interconnect
ATMS Along SH 6	City of Sugar Land	Prime Contractor	David Worley 281-275-2485	Traffic Engineers, Inc.	1,194,778.00	March, 2012	Construction of an Arterial Traffic Management System (ATMS) Consisting of Interconnecting Existing Traffic Signals Along SH 6 from US 90A to Dulles and Colonial Lakes/Lake Colony to Fort Bend Tollway
Traffic Signal Upgrades	City of Killeen	Prime Contractor	George Lueck 254-501-7624	City of Killeen	49,108.00	February, 2011	Installation of video detection and wireless communication equipment for City traffic signals
SR 85 & Camino de Oeste	ADOT	Subcontractor to Southern Arizona Paving	Rocco Bene 520-745-8181	ADOT	81,532.01	November, 2010	Installation of traffic signal at SR 85 and Camino de Oeste In Tucson, AZ
MAG Freeway ATR Network	ADOT	Prime Contractor	Girgis Girgis 602-712-6813	ADOT	127,621.00	November, 2010	Installation of vehicle counting system at multiple locations in Maricopa County, AZ
Traffic Management System Communication Network	City of Duncanville	Prime Contractor	John Borchardt 972-780-5059	Cactus Computer, Inc.	132,678.87	October, 2010	Installation of wireless communication equipment for City traffic signals
Intelligent Transportation System Shea Blvd - Scottsdale Rd. to 96th Street	City of Scottsdale	Prime Contractor	Bruce Dressel 480-312-2358	R.J. Engineering, Inc.	701,914.21	October, 2010	Installation of conduit, fiber optic cable, Dynamic Message Signs, CCTV and Vehicle Detectors
Waddell Rd. and 137th Ave Intersection Improvements	City of Surprise	Prime Contractor	Suneel Garg 623-222-6130	Kimley-Horn and Associates, Inc.	90,121.90	April, 2010	Installation of traffic signal in City of Surprise
Deck Park Tunnel	ADOT	Prime Contractor	Girgis Girgis 602-712-6813	ADOT	566,973.00	August, 2009	Installation of linear fire detection system in I-10 tunnel
Tucson Downtown Improvement Project (Scott Avenue Lighting)	City of Tucson	Subcontractor to Archer Western Contractors	Doug Post 602-246-1485	HDR, Inc.	438,968.11	August, 2009	Installation of street lights associated with the rebuilding of Scott Street in downtown Tucson, AZ
Valley Metro Light Rail Station Finishes	Valley Metro Rail	Subcontractor to Archer Western Contractors	Doug Post 602-246-1485	Kimley-Horn and Associates, Inc.	9,174,130.43	May, 2009	Installation of electrical systems (including conduit, cable, switchgear, fixtures, etc.) for the train stations for the Phoenix Light Rail system



## G.U.Y. Construction, LLC - Construction Projects in Progress

Name	Owner	Role	Contact	Architect/Engineer	Contract Value	Percent Complete	Estimated Completion Date	Scope of Work
City of Surprise - Intelligent Transportation Sysytem (ITS) Construction Phase III	ADOT / City of Surprise, AZ	Prime Contractor	Girgis Girgis 602-712-6812	TransCore, Inc.	568,574.00	5%	November, 2013	Installation of DMS, CCTV, Video Detection, Fiber Optic Cable and Vehicle Detection on Bell Road in the City of Surprise, Arizona
Tucson Modern Streetcar	City of Tucson	Subcontractor to Granite Construction	Gene Ramirez 520 584-6521	Kimley-Horn and Associates, Inc.	4,372,437.00	40%	September, 2013	Traffic Signals, Street Lights, OCS Pole Foundations and Electric for rail stops.
El Paso Improve Traffic Signal	TXDOT	Prime Contractor	Jorge Oregel 915-356-0304	TXDOT	625,850.00	95%	February, 2013	Installation of traffic signals at three locations



**Similar Projects**  
**(Use Separate Sheets as needed)**

**Similar Project #2**

BIDDER: G.U.Y. CONSTRUCTION, LLC  
(Bidder's name)

a. Name of Similar Project #2: MAG FREEWAY ATR NETWORK

b. Contracting Party (Owner):  
Name: ADOT  
Address: 206 S. 17TH AVE PHOENIX  
Telephone Number: (602) 712-6813

c. If Joint Venture, names of each participant:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

d. Contract Price: 127,621.00

e. Description of Similar Project #2: INSTALLATION OF VEHICLE  
COUNTING SYSTEMS WHICH INCLUDED CONDUIT, SOPS & CABLE  
(Briefly describe here, and attach a copy of the description in the Contract. Technical specifications may be requested by GILBERT.)

f. Construction Manager(s) during the Similar Project #2:  
Name: GERGUS GREGIS - ADOT  
Address: 206 S. 17TH AVE PHOENIX  
Telephone Number: (602) 712-6813

g. Start date (notice to proceed issued): 2/2010

h. Completion date provided for in the Contract: 11/2010

i. Substantial completion date (approved by Owner): 11/2010

j. Reasons why work was completed early, or why delays occurred:  
NO DELAYS  
\_\_\_\_\_  
\_\_\_\_\_



- k. Final price paid by Owner for the Similar Project #2: 127,621.00
- l. If final price was 10% less or more than the original Contract Price, describe why:  
N/A
- m. Describe any large cost over-runs (claims in excess of \$\_\_\_\_\_) disputed or contested by the Owner, the reasons for dispute, and ultimate resolution of the dispute:  
NONE
- n. Did Owner file a lawsuit against Bidder concerning performance?  
Yes \_\_\_\_\_ No X If so, what was the result? \_\_\_\_\_
- o. Following final payment on the Similar Project, has Bidder voluntarily or otherwise provided any additional work or repairs, or made any payments to the Owner to cure defects or fulfill warranties made to the Owner concerning the quality of the performance/or the work involved in the Similar Project? Describe:  
No
- p. Has your company undergone a major change in ownership, management, size, or expertise since the time of this Similar Project? Yes \_\_\_\_\_ No X Describe: \_\_\_\_\_

**All answers should be complete and informative. Attach additional sheets if needed to give a full answer. GILBERT may in its discretion request Bidder to provide additional information concerning this Similar Project as part of its evaluation of the responsibility of the Bidder prior to award of the Contract**



# Stephen D. Talbot

7100 W. Grandview Rd. #2100, Peoria, Arizona 85382, stalbot0725@gmail.com

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## Objective:

I am looking to do a superior job as a construction superintendent for a well-established construction firm and apply all my skills and experience for the growth of the organization.

## Area of Skills:

I've been in the construction industry for 20 years, a project superintendent for the last 15 years. I generate construction schedules using P-6, proficient with MS Outlook, Word, Excel. I hold a 10 hr OSHA safety card. I use BIM modeling for coordination between subs on a regular basis. I have good communication skills and work well with architects, engineers, and the construction team. I write RFI's and always propose a solution within the RFI. I update as-built drawings on a weekly basis and perform daily safety and quality walks.

## Qualifications:

As a project superintendent I have continually brought projects to completion on time by careful planning and scheduling from the pre-construction phase to final inspections. I run weekly subcontractor meetings as well as weekly owners meetings. I update the master schedule, and generate 4-week look-ahead schedules on a weekly basis. I complete daily detailed reports of the site activities, complete SWPPP, Dust control, and Safety Walk reports on a daily basis. I use BIM modeling for weekly coordination meetings with subs and use the information for owners meetings and engineering reviews.

## Employment/Project List

### Project Manager Guy Construction 1/2012 – Present

**Tucson Modern Streetcar: 7 million dollar.** Four mile light rail project.

### Project Superintendent Haydon Building Corporation 11/2006 - 9/2011

**Sundance Town Center; 16 million dollar.** Seven ground up cmu shop buildings approx. 210,000 ft<sup>2</sup> along with two 50,000 ft<sup>2</sup> tilt buildings for Petsmart and Office Max. The Petsmart and Office Max were full TI build outs with strict completion schedules, which were met.

**Flagstaff Aqua Center; 17.5 million dollar.** A unique 55,000 ft<sup>2</sup> indoor aquatic center featuring lazy rivers, whirlpool, waterslides with plunge pool. The pool also has a state of the art UV filtering system with a solar heat exchanger water heating system. The building features a 30 ft tall indoor climbing wall, regulation basketball court, 2<sup>nd</sup> floor weight room, dance studio and a 3 lane running track.

**Spectrum Ridge; 12 million dollar.** This was a fast paced tight budgeted 2 phase project. Phase 1 was 7 tilt up shop buildings combined 110,000 ft<sup>2</sup>. The area was hard to excavate for every utility line along with a 500,000 gallon underground storage system being installed in rock. Phase 2 was one 30,000 ft<sup>2</sup> tilt and a 15,000 ft<sup>2</sup> wood framed building.

**Our Lady of Solitude Monastery; 6 million dollar.** This 11,000 ft<sup>2</sup> chapel was built out in the desert of Tonopah, AZ. Seven miles from any paved road. Logistics and scheduling were key. The building was stone clad cmu with a large quantity of precast stone accents. The main dome was 75' tall and had to be scaffolded on top of the main roof in order to attach the stone finishes. Stain glass windows were being built in a studio in Iowa and the woodwork was being hand



carved in Italy so every opening had to be exact. We had to drill a well for the water supply and install a state of the art pumping system to supply water for domestic as well as fire sprinkler systems.

**Xavier College Preparatory High School; 20 million dollar.** Xavier is a 90,000 ft<sup>2</sup> ICF building consisting of classrooms, darkrooms, a large multi storied conference room. The 2<sup>nd</sup> floor is a hambro floor system. The MPE systems are state of the art having a complete Red Wood low voltage LED Lighting System, the mechanical system consists of a solar chiller plant from Sweden. We installed a regulation size artificial turf soccer field with a 3 million gallon Storm Tech underground water storage system beneath the field.

#### **Project Superintendent Weitz Company 10/2001-11/2006**

**Axiom; 14 million dollar.** 150,000 ft<sup>2</sup> building is used for computer information storage. Besides the elaborate security system the property was fully fenced with security cameras and remote monitoring at the entrance geared shack. The computer room has an elevated floor with separate RTU's and a battery back up system linked to a sizeable generator. I put the building through a full commissioning.

**Wells Fargo Corporate Center; 45 million dollar.** Consisted of two 5-story title buildings. The total ft<sup>2</sup> of the project was 500,000. Each building has reception areas with Wells Fargo display areas showing early banking artifacts. The buildings were complicated and fast paced. Wells Fargo made numerous changes on the fly and all of their changes were incorporated without delay. The site was over 40 acres with multiple water features and off site improvements.

**Scottsdale Waterfront; 60 million dollar.** 500,000 ft<sup>2</sup> of multi use space with anchor stores such as Borders Bookstore, PF Chang. The building was downtown Scottsdale with very little area for lay down. Main roadways were kept open even with the extensive off site improvements. There is 2 level of underground parking garage, which was built with tilt panels and T Pacs. There are 10 elevators and 2 escalators. The exterior is a combination of EIFS and Sandstone with a concrete tile roof. This was a very challenging project due to the size and location. Borders Bookstore was a fast track build out in order to be open for the holidays.

**Education; Northeastern University 1984-1986 AAS Degree**



Michael Young  
14803 West Hillside Street  
Goodyear, Arizona 85338  
(480) 252-7673  
myoung@guyconstruction.com

**Contractor, Project Manager, Estimator, Operations Manager, Contract Administer, Journeyman Lineman**

A seasoned Contractor and Construction Project Manager with more than 30 years of progressive experience in all phases of Operations and Project Management in Construction with particular strength in Freeway Management Systems, Roadway Lighting, Signing and Traffic Signal Projects.

**G.U.Y. Construction, L.L.C. – Nov 2004 to Present**

General Contractor

Owner/ Member

- ❖ Functioned as the Owner/ Project Manager controlling all aspects of the day to day responsibilities.
  - Responsibilities include management, communication and resolution of all issues of all construction projects.
  - Estimator for all project bids which includes research, analysis, plan review and bid packet submission.
  - Equipment inventory management control.
  - Resource Management
  - Weekly submission of all job reports including time and material invoicing to customers.
  - Corporate Safety Officer.
  - Projects include Valley Metro Rail – Light Rail Station Construction, City of Scottsdale and Maricopa County Fiber Optic Cable Interconnect, City of Tucson Downtown Street Improvement Lighting, Arizona Department of Transportation – Tunnel Fire Detection System Retrofit, and many others.

**Trans Tech Electric, LP – Feb 2000 to Nov 2004**

Electrical Construction Contractor for Intelligent Transportation Industry

Senior Project Manager

- ❖ Manage all business functions for the Arizona Trans Tech Electric, LP office. Functioned as the Senior Project Manager controlling all aspects of the day to day functions of a regional office of a major electrical construction company overseeing approximately 30 to 50 employees at all times.
  - Responsibilities include management, communication and resolution of all issues of all construction projects with the largest contract being \$7.0M and the smallest contract being \$350,000
  - Estimator for all project bids which includes research, analysis, vendor relations, plan review and bid packet submission.
  - Equipment inventory management control.
  - Resource Management
  - Monthly submission of all job cost reports and cost to complete reports to corporate office for the Arizona Office.
  - Arizona Safety Officer
  - Work included installation of duct bank, camera and overhead sign structure foundations, camera poles, overhead sign structures and signs, electrical services and load centers, electrical conductor, fiber optic cable, CCTV cameras, static signs, variable message signs, communication buildings, communications equipment, etc.

**Arizona Department of Transportation (ADOT) – 1993 to Feb 2000**

Highways Division – Arizona State Government

Engineer Specialist – Assistant Resident Engineer

- ❖ Responsible for the design review and construction management of Phases I, II, IV and V of the State of Arizona Phoenix Area Freeway Management System.



- Responsible for providing project control and coordination with the contractor's workforce.
- Organized and supervised the inspection of project work that required the interpretation of plans, specifications, manuals, and assured that the overall quality of work performed complied with the contract documents.
- Reviewed and commented on all contract documents (Plans/Special Provisions), including all consultant-designed plans and contract documents for all projects related to the freeway managements system, prior to bid.
- Reviewed as-built plans for completed items.
- Reviews also included analyzing electrical blueprints to assure conformance with the Standard Specifications and the National Electrical Code.
- Prepared any cost analysis required for supplemental agreements and estimate cost of change orders required based on calculations from available data.
- Assured that resolutions of complex problems were prompt and appropriately made.
- Ensured that proper usage of materials, equipment and ADOT Personnel for the inspection team assigned. Monitored employee inspection techniques and evaluated training needs.
- Coordinated work assignments with other department, governmental agencies, consultants, utility companies as needed.
- Responsible for monitoring work areas to ensure a safe working environment.
- Perform administration duties pertaining to the position of Assistant Resident Engineer which included the development of monthly pay estimates, change orders, force account documentation, field supervision over inspectors.
- Responsible for all project safety for both the contractor and inspection forces.

### **Arizona Department of Transportation - 1981 to 1993**

#### **Highways Division - Arizona State Government**

##### **❖ Electrical Inspection Statewide Manager**

- Responsible for management of the statewide electrical inspection unit that consisted of 35 inspectors.
- Ensured the compliance of the traffic signal and lighting systems installed statewide under contract and permit following all standard specifications set by the State of Arizona.
- Performed review of contract documentation, plans and special provisions related to traffic signals, roadway lighting and future freeway management projects.
- Verified computation's as to the method of payments, survey, and electrical voltage drops.
- Reviewed all as-builts, plans, drawing's of completed projects to ensure all measurements and engineering data had been computed correctly.
- Reviewed and monitored all consultant-designed projects to ensure compliance with department design procedures
- Prepared Cost Analysis for Change Orders
- Ensured that the proper specifications and codes have been enforced before giving clearance to the utility companies to energize state systems.
- Assure that the resolution of all construction related issues were prompt and appropriate.
- Responsible for all project safety for both the contractor and inspection forces.

### **Newbury Electric - 1970 to 1981**

##### **❖ Journeyman Lineman**

- A General Foreman, supervised new construction crews during construction of transmission lines, substations, roadway lighting and traffic signals.
- Responsible for submitting daily activity reports
- Responsible for resource management
- Responsible for Distribution of men and equipment
- Responsible for Quality Control

### **Education**

- ❖ IBEW Apprentice Program
- ❖ Central Arizona Community College - Law Enforcement
- ❖ Phoenix College - Civil Engineering
- ❖ Arizona State University - Business Management



## Certifications and Licenses

- ❖ A - General Engineering, License Number ROC210613 (ARIZONA)
- ❖ A - General Engineering License Number 985816 (CALIFORNIA)
- ❖ C-2 Electrical Contracting, License Number 0054615 (NEVADA)
- ❖ American Heart Association Healthcare Provider Certification
- ❖ Certified Public Manager
- ❖ American Concrete Institute ID# 030102
- ❖ Arizona Technical Institute - ATI Field Technician Certification
- ❖ IMSA Traffic Signal Certification ID# 61344
- ❖ National Institute for Certification in Engineering Technologies NICET Certification Number 095056
- ❖ American Traffic Safety Services Association

## PROJECT HIGHLIGHTS

### ❖ City of Scottsdale Fiber Installation

This project consisted of the construction and installation of 8 miles (84,000 feet) of fiber optic cable in existing conduit along the Loop 101 Freeway within the ADOT Right of Way for the City of Scottsdale. Included in the work was the splicing and testing of the fiber optic cable, as well as the installation of conduit and pull boxes to connect the existing Freeway Management System pull boxes to the intersections along the route. The project has been nominated by the owner for the Construction Partnering Project of the Year Award, based on the overall quality, and the fact that the project was several months ahead of schedule and well within budget. Programmed amounts was \$1.0 M

### ❖ Arizona Department of Transportation Phoenix Freeway Management System Phase VI

The project consisted of the installation of over 5,000 feet of conduit along the I-10 freeway; over 75,000 feet conductor, inner duct, fiber optic cable communication systems, variable message signs and structures, static signs, CCTV traffic surveillance cameras and associated communication equipment. Programmed amount was \$1.8 M

### ❖ Arizona Department of Transportation Phoenix Freeway Management System Phase VII

The project consisted of the installation of over 58,000 feet of conduit, over 300,000 feet of conductor, inner duct, fiber optic cable communication systems, variable message signs and structures, static signs, CCTV traffic surveillance cameras and associated communication equipment. Programmed amount for this project was \$7.6 M

### ❖ Town of Gilbert Advanced Traffic Management System

The project included the complete installation and integration of communication equipment and software to allow all signalized intersections to communicate back to a control center. The project consists of the installation of over 40,000 feet (bored and trenched) of interconnect conduit throughout the Town of Gilbert, fiber optic and wireless communication devices and control hardware and software. Programmed amount for the project was \$1.5 M

### ❖ Arizona Department of Transportation Tucson Freeway Management System Phase I

The project consisted of the installation of over 35,000 feet of conduit along the I-10 freeway and City of Tucson surface streets, over 200,000 feet of 1" inner duct, fiber optic cable communication systems, variable message signs, CCTV traffic surveillance cameras and associated communication equipment. Programmed amount for the project was \$3.5 M.

## REFERENCES

❖



**Personnel/Subcontractor Qualifications**

BIDDER: G.U.V. CONSTRUCTION, LLC  
(Bidder's name)

- a. List details of the construction experience of the Key Personnel (as defined in Paragraph 1.1.2 of the Contract Documents) directly involved in construction activities:

SEE ATTACHED RESUMES

- b. Does Bidder have an adequate workforce to complete the Work if awarded the Contract? Describe, including general types of work performed with your own work force:

YES - ALL CONDUIT, BOX, MANHOLE INSTALLATION

- c. What additional personnel may need to be hired by Bidder as employees, if awarded the Contract?

NONE

- d. What other major projects is Bidder currently under contract to perform? (Describe the projects, completion dates)

SEE ATTACHMENTS

- e. Are subcontractors proposed by Bidder ready, willing, and able to perform the work? Yes X No \_\_\_\_\_. (GILBERT may request additional information concerning subcontractors' past performance, personnel, equipment, licenses, and other pending projects)

- f. If proposed subcontractors are not available, how does Bidder propose to replace the subcontractors? SELF - PERFORM



- g. If Bidder requires additional or replacement personnel and/or subcontractors to complete the Work, and there is a labor shortage due to high volume of construction occurring in the Phoenix metropolitan area, is Bidder able to complete the Work on time, as required by the Contract Documents? Yes ☒ No ☐. Please describe. (GILBERT does not consider mere labor shortage to qualify as force majeure.)

CONTRACTOR'S CURRENT STAFFING EXCEEDS WHAT IS NEEDED.

- h. Has any corporate officer, partner, joint venture participant or proprietor ever failed to complete a construction contract awarded to him or her in their own name or when acting as a principle of another organization? Yes ☐ No ☒. If yes, described circumstances: \_\_\_\_\_



**Equipment**

BIDDER: \_\_\_\_\_  
(Bidder's name)

- a. Does Bidder own equipment necessary to complete the work if awarded the Contract?

Explain: YES - GUY CONSTRUCTION OWN ALL  
EQUIPMENT NEEDED FOR THIS PROJECT.

- b. Will any equipment need to be rented or leased by Bidder? Explain: YES -

ONLY THE TRAFFIC CONTROL DEVICES



**TOWN OF GILBERT, ARIZONA  
AUTHORIZED SIGNATURE FORM**

WHEREAS, the Town of Gilbert requires that CONTRACTOR execute documents necessary for the prompt and efficient execution of the documents related to the CONTRACT;

NOW, THEREFORE, on behalf of the CONTRACTOR I hereby declare that  
MICHAEL URBANSKI & MICHAEL YOUNG  
(name(s) of persons authorized)

is/are authorized to execute and sign on behalf of the CONTRACTOR the following documents:

- |                 |                                      |
|-----------------|--------------------------------------|
| 1. The CONTRACT | 5. CHANGE ORDERS                     |
| 2. The Bond     | 6. All other papers necessary        |
| 3. Payrolls     | for the conduct of the corporation's |
| 4. Claims       | affairs and the execution of the     |
|                 | CONTRACT                             |

for the duration of the CONTRACT or until written notice of revocation has been given, whichever occurs first.

In the event CONTRACTOR is governed by a board of Directors, a copy of the Resolution of the Board granting authority to said person(s) is attached hereto, and I hereby verify that such Resolution remains in full force and effect

Michael Young  
Name  
MEMBER  
Title

(Seal of Corporation)

STATE OF Arizona )  
County of MariCopa ) ss.

This Authorized Signature Form was acknowledged before me this  
18th day of June, 2013 by Michael Young

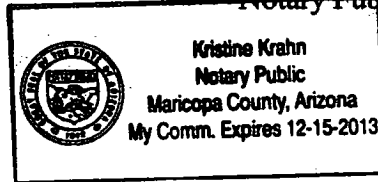


who appeared before the undersigned Notary Public, and stated that he/she executed such instrument on behalf of MICHAEL YOUNG for the purpose therein expressed.

Kristine Krahn  
Notary Public

My Commission Expires:

Dec 15, 2013



[IF APPLICABLE: ATTACH RESOLUTION]



## PERFORMANCE BOND

STATUTORY PERFORMANCE BOND PURSUANT TO  
TITLE 34, CHAPTER 2, ARTICLE 2,  
OF THE ARIZONA REVISED STATUTES  
(Penalty of this bond must be 100% of the CONTRACT amount)

KNOW ALL MEN BY THESE PRESENTS:

That, \_\_\_\_\_ (hereinafter  
"Principal"), and \_\_\_\_\_, a corporation organized  
and existing under the laws of the State of \_\_\_\_\_, duly licensed in and holding a  
certificate of authority to transact surety business in the State of Arizona issued by the Director of  
the department of Insurance pursuant to Title 20, Chapter 2, Article 1, (hereinafter "Surety"), as  
Surety are held and firmly bound unto Town of Gilbert, County of Maricopa, State of Arizona in  
the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for  
the payment of which, the Principal and Surety bind themselves, and their heirs, administrators,  
executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written CONTRACT with  
Town of Gilbert, entitled \_\_\_\_\_.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that  
if the Principal faithfully performs and fulfills all of the undertakings, covenants, terms,  
conditions and agreements of the CONTRACT during the original term of the CONTRACT and  
any extension of the CONTRACT with or without notice to the Surety, and during the life of the  
guaranty required under the CONTRACT, and also performs and fulfills all of the undertakings,  
covenants, terms, conditions and agreements of all duly authorized modifications of the  
CONTRACT that may hereinafter be made, notice of which modifications to the Surety being  
hereby waived, the above obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions  
of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this Bond shall  
be determined in accordance with the provisions of Title 34, Chapter 2, Article 2, Arizona  
Revised Statutes, to the extent as if it were copied at length in this Agreement.

The prevailing party in a suit on this Bond shall recover as part of the judgment  
reasonable attorney fees that may be fixed by a judge of the court.

This Bond shall not be executed by an individual surety or sureties, even if the  
requirements of A.R.S. Section 7-101 are satisfied.



Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
SEAL

By \_\_\_\_\_

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
SEAL

By \_\_\_\_\_

Address of Surety:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
AGENT OF RECORD

\_\_\_\_\_  
AGENT ADDRESS

\* attach Power of Attorney



## LABOR AND MATERIALS BOND

STATUTORY PAYMENT BOND PURSUANT TO  
TITLE 34, CHAPTER 2, ARTICLE 2,  
OF THE ARIZONA REVISED STATUTES  
(Penalty of this bond must be 100% of the CONTRACT amount)

KNOW ALL MEN BY THESE PRESENTS:

That, \_\_\_\_\_ (hereinafter  
"Principal"), as Principal and \_\_\_\_\_, a corporation  
organized and existing under the laws of the State of \_\_\_\_\_, duly licensed in and  
holding a certificate of authority to transact surety business in the State of Arizona issued by the  
Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, (hereinafter  
"Surety"), as Surety are held and firmly bound unto Town of Gilbert, County of Maricopa, State  
of Arizona in the amount of \_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_), for the payment of which the Principal and Surety bind themselves, and  
their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by  
these presents.

WHEREAS, the Principal has entered into a certain written CONTRACT with  
Town of Gilbert, entitled \_\_\_\_\_.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that  
if the Principal promptly pays all monies due to all persons supplying labor or MATERIALS to  
the Principal or the Principal's SUBCONTRACTORS in the prosecution of the WORK provided  
for in the CONTRACT, this obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions  
of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this Bond shall  
be determined in accordance with the provisions, conditions and limitations of Title 34, Chapter  
2, Article 2, Arizona Revised Statutes, to the extent as if it were copied at length in this  
Agreement.

The prevailing party in a suit on this Bond shall recover as part of the judgment  
reasonable attorney fees that may be fixed by a judge of the court.

This Bond shall not be executed by an individual surety or sureties, even if the  
requirements of A.R.S. Section 7-101 are satisfied.



Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
SEAL

By \_\_\_\_\_

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
SEAL

By \_\_\_\_\_

Address of Surety:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
AGENT OF RECORD

\_\_\_\_\_  
AGENT ADDRESS

\* Attach Power of Attorney



## NOTICE TO PROCEED

DATE:

TO:

Subject: NOTICE TO PROCEED AND RETURN OF EXECUTED CONTRACT

Project Name:

Contract No.:

Contract Amount: \$

Effective Date:

P.O. Number:

Council Approval:

Project Number:

Liquidated Damages: \$ \_\_/day

Substantial Completion Date:

Final Completion Date:

Item Number:

This letter serves as \_\_\_\_\_, NOTICE TO PROCEED with performance of the above-referenced project contract.

A fully executed and approved copy of the contract and the project's purchase order are enclosed for your files. Also attached is a Notice-to-Proceed CD containing forms required for project completion and a Purchase order. Please indicate the above-referenced contract number and project number on all correspondence. Failure to do so may cause unnecessary delays.

When submitting payment requests, the following information is needed:

1. Cover Letter transmitting the Pay Application, an updated cash flow, updated schedule and a summary of the project status.
2. A completed "Application and Certification for Payment", on approved GILBERT format.
3. A clear, detailed billing invoice, indicating the Contract Number, Project Number and Purchase Order Number referenced above.

If you have any questions please contact Capital Projects at (480) 503-\_\_\_\_\_.

Sincerely,

Capital Projects Program Manager

## ACCEPTANCE OF NOTICE

Receipt of the foregoing NOTICE TO PROCEED is hereby acknowledged by \_\_\_\_\_,  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By \_\_\_\_\_

Title \_\_\_\_\_



CHANGE ORDER NO. \_\_\_\_\_  
(Contractor)

PROJECT:  
DATE:  
OWNER: Town of Gilbert  
PROJECT NO:  
CONTRACT NO:  
CONTRACTOR:  
CONTRACT DATED:  
PM/CM (Name)

CHANGES: The CONTRACT is changed as follows: (Insert brief description)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COST/TIME: Original CONTRACT SUM: \$ \_\_\_\_\_  
Previously Authorized CHANGE ORDERS: \$ \_\_\_\_\_  
CONTRACT sum prior to this CHANGE ORDER: \$ \_\_\_\_\_  
CHANGE ORDER # Amount: \$ \_\_\_\_\_  
New CONTRACT SUM: \$ \_\_\_\_\_

CONTRACT TIME will be increased by:  
SUBSTANTIAL COMPLETION as of this Change Order:

Approved/Accepted by:

PM/CM	_____	_____
	(Name)	(Date)
CONTRACTOR:	_____	_____
	(Name)	(Date)
GILBERT:	_____	_____
	(Name)	(Date)

Not valid until signed by both GILBERT and/or PM/CM. Signature of CONTRACTOR indicates acceptance, including CONTRACT SUM and CONTRACT TIME.

***Contractor agrees that the adjustment of the Contract Price and Contract Time reflected in this Change Order represents the entire and complete adjustment of the Contract Price and Contract Time for the changes set forth in this Change Order. The adjustment of the Contract Price includes all direct costs of labor materials, services and equipment to complete such changes as well as any and all indirect costs of impacts, delays, interference or hindrances in performing, providing and completing the changes set forth in this Change Order. The adjustment of the Contract Time includes all adjustments of time necessary to perform, provide and complete the changes set forth in this Change Order and any and all impacts, delays, interference or hindrances in performing, providing and completing the changes.***



**TOWN OF GILBERT, ARIZONA  
CONTRACTOR'S AFFIDAVIT  
REGARDING SETTLEMENT OF CLAIMS**

PROJECT \_\_\_\_\_  
\_\_\_\_\_

To Town of Gilbert, Arizona  
Building Department:

The undersigned hereby certifies that (1) all lawful claims for MATERIALS, rental of equipment and labor used in connection with the construction of the above PROJECT, whether by SUBCONTRACTOR or claimant in person, have been duly discharged; and (2) to the best of undersigned's knowledge, there are not any disputed or unresolved claims of any type for MATERIALS, equipment or labor in connection with this PROJECT.

The undersigned, for the consideration of \$ \_\_\_\_\_, as set out in the final pay estimate, as full and complete payment under the terms of the CONTRACT, hereby waives and relinquishes any and all further claims or right of lien under, in connection with, or as a result of the above-described PROJECT. The undersigned further agrees to indemnify and save harmless Town of Gilbert against any and all liens, claims of liens, suits, actions, damages, charges and expenses whatsoever, which said GILBERT may suffer arising out of the failure of the undersigned to pay for all labor performance and MATERIALS furnished for the performance of said installation.

Signed and dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
CONTRACTOR

By \_\_\_\_\_

STATE OF ARIZONA       )  
  ) ss.  
County of Maricopa       )

The foregoing instrument was subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_



Project Name: Pecos Road Conduit Installation

Project No.: TS169

Contract No.: 2013-7008-0316

## **TECHNICAL SPECIFICATIONS**



**TOWN OF GILBERT  
IMPROVEMENT PLANS  
FOR  
PECOS ROAD  
CONDUIT INSTALLATION  
(TS169)**  
(GREENFIELD ROAD TO EAST MARICOPA FLOODWAY)

(GREENFIELD ROAD TO EAST MARICOPA FLOODWAY)

MAYOR  
JOHN LEWIS


VICE MAYOR  
BEN COOPER

TOWN COUNCIL  
JORDAN RAY  
EDDIE COOK  
VICTOR PETERSEN  
JARED TAYLOR  
JENN DANIELS

TOWN ENGINEER  
MICHAEL GILLESPIE, P.E.

## APPROVALS

THE AUTHORIZED REPRESENTATIVE OF THE FOLLOWING AGENCY HEREBY  
ACKNOWLEDGES THEY HAVE REVIEWED AND APPROVED THE DESIGN SHOWN BY  
THESE DRAWINGS. CONSTRUCTION MAY BEGIN AFTER ALL APPROPRIATE  
PERMITS HAVE BEEN OBTAINED.

TOWN OF GILBERT  DATE 5-21-11

### A5-BUILT CERTIFICATION

I HEREBY CERTIFY THE "AS-BUILT" MEASUREMENTS AS SHOWN OR NOTED HEREON WERE MADE BY MYSELF OR UNDER MY SUPERVISION AND ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

## BENCHMARKS

	LOCATION	ELEV	NORTHING	EASTING	TYPE
BM	NW Cor Sec 1	1314.34	21567.11	52434.83	BCH
CP4	N. V. Cor Sec 1	N/A	21591.63	55071.85	BCF

### BENCHMARK NOTES

1. BBN AND CONTROL POINT #4 ONVO 29 DATUM OBTAINED FROM NORTH OF GILBERT PCROSS ROAD PROJECT (1504M) RESULTS OF SURVEY MAP DATED APRIL 7, 2004.
2. THE BASIS OF BEARING IS THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 2 SOUTH, RANGE 6 EAST OF THE GILA AND SALT RIVER MERIDIAN USING A BEARING OF NORTH 89°20'00" EAST PER THE TOWN OF GILBERT PCROSS ROAD PROJECT (1504M) RESULTS OF SURVEY MAP DATED APRIL 7, 2004.
3. COORDINATE VALUES ARE ARIZONA STATE PLANE CENTRAL ZONE.



### GENERAL NOTES

ALL WORK AND MATERIALS SHALL CONFORM TO THE MOST CURRENT TOWN OF GILBERT ENGINEERING DESIGN AND TOWN OF GILBERT LIMITED LAND DEVELOPMENT CODE AND THE 2012 URBAN STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC UTILITIES. THE TOWN OF GILBERT IS A MEMBER OF THE MARIPOSA ASSOCIATION OF GOVERNMENTS WITH REVISIONS TO 2013. ALL MATERIALS SHALL BE SUBJECT TO REMOVAL AND REPLACEMENT AT THE CONTRACTOR'S EXPENSE.

2. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING LOCATIONS OF ALL UTILITIES PRIOR TO ANY DUG WORK. CALL 800-480-6040 FOR BLUE STAKES. NOTE THAT BLUE STAKE DOES NOT STAKE SEWER SERVICES.

3. IN ACCORDANCE WITH AAC PD-B-213, ALL MATERIALS ADDED AFTER JANUARY 1, 1993 WHICH MAY COME INTO CONTACT WITH DRINKING WATER SHALL BE LISTED ON THE MATERIALS LIST AND SHALL BE APPROVED BY THE TOWN OF GILBERT. SEE SPECIFICATION 6.01 FOR FURTHER INFORMATION.





















**NFra Inc.**  
a transportation engineering firm  
77 East Thomas Road, Suite 200  
Phoenix, Arizona 85012



[illegible]

- | REVISION BY TOWN OF GILBERT |             |        |      |
|-----------------------------|-------------|--------|------|
| NO.                         | DESCRIPTION | REV BY | DATE |

ALL IMPROVEMENTS WITHIN THE RETENTION BASIN AND/OR ROADWAY PARKWAYS SHALL BE IN ACCORDANCE WITH THE LATEST TOWN OF GILBERT PROCEDURES FOR DEVELOPERS AND ENGINEERS.

- | <u>LEGEND</u>   |  |
|---|--|
|  | EXISTING WATER LINE                        |
|  | EXISTING SEWER LINE                        |
|  | EXISTING CULVERT                           |
|  | EXISTING GAS LINE                          |
|  | EXISTING TELEPHONE BURIED                  |
|  | EXISTING CABLE TV                          |
|  | EXISTING RECLAIMED WATER                   |
|  | EXISTING PETROLEUM LINE                    |
|  | EXISTING OVERHEAD ELECTRIC                 |
|  | EXISTING TRAFFIC SIGN                      |
|  | EXISTING WIRE FENCE                        |
|  | EXISTING CHAIN LINK FENCE                  |
|  | EXISTING BLOCK WALL                        |
|  | TEMPORARY CONSTRUCTION EASEMENT            |
|  | MONUMENT LINE OR CONSTRUCTION CENTERLINE   |
|  | TREE TO REMAIN                             |
|  | REMOVE AND INSTALL NEW SIDEWALK / DRIVEWAY |
|  | STREET LIGHT                               |

## ABBREVIATIONS

BC	BRASS CAP
BM	BENCH MARK
	CENTERLINE
COM	CITY OF MESA
COX	COX COMMUNICATIONS
CP	CORNER POINT
DIA	DIAMETER
D/W	DRIVEWAY
DWG	DRAWING
EAF	EAST MARICOPA FLOODWAY
ESMT	EASEMENT
EV	EAST VALLEY ASPHALT COMMITTEE
EXP	EXPANSION
EXIST	EXISTING
FC	FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
FEDMIC	FEDERAL
FO	FLUSH
FM	FIBER OPTIC
G	GUTTER
GALV	GALVANIZED
HN	HAND HOLE
	INTERCONNECT CONDUIT
IRR	IRRIGATION
MLU	MULTI-USE EASEMENT
NO	NUMBER
NPI	NON-PAY ITEM
ONE	OVERHEAD ELECTRIC
PUE	PUBLIC UTILITY EASEMENT
PVC	POLYVINYL CHLORIDE
PWT	PAVEMENT
R	RANGE
R/W	RIGHT-OF-WAY
RM	ROCKWELL WATER CONSERVATION DISTRICT
SCM	SCHEDULE
SD	STORM DRAIN
SEC	SECTION
SRP	SALT RIVER PROJECT
S/W	SIDEWALK
	TOWNSHIP
TCE	TEMPORARY CONSTRUCTION EASEMENT
TELCO	TELEPHONE
TOT	TOWN OF GILBERT
TS	TRAFFIC SIGNAL
	CABLE TELEVISION

The image shows two official stamps. On the left is the 'ARIZONA 800' logo, which includes the text: 'Call 800 Number toll free anywhere in the U.S. for information on the Arizona 800 program. Call 800-438-8000 for more information. See us at the Arizona 800 Seminar 1992-93-1994'. On the right is the 'FBI LABORATORY' seal, featuring a circular design with the words 'FEDERAL BUREAU OF INVESTIGATION' and 'DEPARTMENT OF JUSTICE' around the perimeter, and 'FBI LABORATORY' in the center.



[illegible]

- GENERAL CONDITIONS:
- A. ALL CONSTRUCTION OF RWCD FACILITIES SHALL CONFORM TO THE LATEST RWCD SPECIFICATIONS (WWW.RWCD.ORG) AND LATEST MAG SPECIFICATIONS.
  - B. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS BEFORE ANY WORK BEGINS THAT IMPLICATES RWCD FACILITIES OR ACCESS TO RWCD FACILITIES.
  - C. IMPROVEMENT PLANS FOR RWCD FACILITIES SHALL NOT BE APPROVED UNTIL POTHOLES ARE REPAIRED FOR ALL EXISTING DAMAGE. UNLESS OTHER CONTACTS IS RECEIVED, REVIEWED AND DEEMED ADEQUATE BY RWCD, POTHOLE RESULTS SHALL BE SEALED BY A LAND SURVEYOR OR CIVIL ENGINEER REGISTERED IN ARIZONA AND SHALL BE LOCATED BY PROJECT STARTING AND OFFSET. EACH POTHOLE SHALL BE SHOWN ON ONE OF THE SURVEY AND THE TOP AND BOTTOM OF THE BURIED UTILITY BASED ON PROJECT DATUM.
  - D. AN APPROVED SET OF PLANS SHALL BE ON THE JOB SITE AT ALL TIMES THAT WORK IS IN PROGRESS. DEVIATION FROM THE PLANS SHALL NOT BE ALLOWED WITHOUT AN APPROVED PLAN FROM THE RWCD INSPECTOR.
  - E. TRAFFIC CONTROL SHALL BE MAINTAINED IN ACCORDANCE WITH THE MAG SPECIFICATION 401: THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, AND CURRENT TRAFFIC BARROCADE MATERIAL.
  - F. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING, IF NECESSARY, AN EXCAVATION AND DIRT MOVING PERMIT FROM THE MARICOPA COUNTY ENVIRONMENTAL SERVICES DEPARTMENT AND CONSTRUCTION PERMIT FROM THE MARICOPA COUNTY PLANNING AND DEVELOPMENT DEPARTMENT.
  - G. NO ACTIVITY INVOLVING AN RWCD MANHOLE SHALL OCCUR WITHOUT PRIOR AUTHORIZATION BY RWCD. THIS INCLUDES, BUT IS NOT LIMITED TO, REMOVING THE MANHOLE LID, RIN OR ANY DEVICE HOLDING THE MANHOLE LID OR RIM IN PLACE. CONTACT RWCD'S CONSTRUCTION INSPECTOR AT 480.748.8416 TO COORDINATE.
  2. LANDSCAPE NOTES:
    - A. TREES TO BE INSTALLED ADJACENT TO ANY RWCD FACILITY WILL BE PLANTED NO CLOSER THAN 10 FEET FROM THE CURB OR 15 FEET FROM THE EDGE OF ANY OTHER STRUCTURE, E.G. MANHOLE, DELIVERY STRUCTURE. RWCD RESERVES THE RIGHT TO MODIFY THIS CONDITION AT ANY TIME PER OUR DISCRETION. CONTACT RWCD'S CONSTRUCTION INSPECTOR AT 480.748.8416 TO COORDINATE.
    - B. NO WAREHOUSE SPILLAGE OR WATER LEAKERS ARE PERMITTED WITHIN 15 FEET OF ANY RWCD UTILITY STRUCTURE.
    - C. THE HOME OWNER'S ASSOCIATION IS RESPONSIBLE TO MAKE REPAIRS TO LANDSCAPING WITHIN 15 FEET OF TREES, GRASS COVER, GRASS, ETC) WHERE IT IS DAMAGED DURING REPAIRS TO RWCD PIPE OR OTHER FACILITIES.
    - D. LANDSCAPE BOUNDARIES SHALL BE KEPT 15' AWAY FROM THE OUTSIDE OF RWCD MANHOLES, TURNOUT STRUCTURES, HEADWALLS, ETC.
    - E. LANDSCAPE FACILITIES SHALL ADHERE TO RWCD'S UTILITY CLEARANCE REQUIREMENTS (RWCD DATED 4/1).
  3. CONSTRUCTION SEQUENCE AND REQUIREMENTS:
    - A. ALL CONSTRUCTION ACTIVITIES INVOLVING THE MODIFICATIONS AND/OR REPLACEMENT OF RWCD FACILITIES SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS APPROVED BY THE GENERAL MANAGER. SUCH DRAFT SHALL BE MADE TO THE BENEFIT OF RWCD AND WILL NOT BE RELEASED UNTIL SUCH TIMES AS THE GENERAL MANAGER OR OTHER AUTHORIZED INDIVIDUAL HAS APPROVED ANY MODIFICATIONS TO THE CONSTRUCTION PLAN FOR THE PROJECT.
    - B. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING IRRIGATION DIPS-UPS. CONTACT RWCD CONSTRUCTION INSPECTOR AT 480.748.8416 OR 480.988.9586 TO SCHEDULE A DIPS-UP.
    - C. THE CONTRACTOR SHALL PROVIDE A COPY OF THE FOLLOWING TO THE RWCD INSPECTOR BEFORE THE PIPE IS INSTALLED.
      1. RESULTS OF D-LOAD TEST ON 1% OF THE PIPE LENGTH FOR EACH DAY OF BATCH PRODUCTION
      2. A CONCRETE CYLINDER BREAK ON 1% OF THE PIPE LENGTH FOR EACH DAY OF BATCH PRODUCTION.
      3. THE DATE OF PIPE MANUFACTURE AND CLASS OF PIPE SHALL APPEAR ON EVERY LENGTH OF PIPE ORDERED TO THE JOBSITE. PIPES SHALL HAVE A MINIMUM 14 DAYS OF CURE TIME BEFORE INSTALLATION.
      4. IT IS THE CONTRACTOR'S RESPONSIBILITY TO LOCATE ALL UTILITIES PRIOR TO EXCAVATION AND MANHOLE TO BE RELOCATED TO THE JOBSITE. PIPES SHALL HAVE A MINIMUM 14 DAYS OF CURE TIME BEFORE INSTALLATION.
      5. IT IS THE CONTRACTOR'S RESPONSIBILITY TO LOCATE ALL UTILITIES PRIOR TO EXCAVATION AND MANHOLE TO BE RELOCATED TO THE JOBSITE. PIPES SHALL HAVE A MINIMUM 14 DAYS OF CURE TIME BEFORE INSTALLATION.
    - D. ALL CONSTRUCTION ACTIVITIES SHALL CEASE UNTIL THE UTILITY IS POTHOLED TO VERIFY RWCD CLEARANCE REQUIREMENTS. ANY VIOLATION OF THE CLEARANCE REQUIREMENTS, OR DEFICIENCIES IDENTIFIED BY THE CONTRACTOR, IS ACCEPTED BY RWCD.
    - E. THE CONTRACTOR SHALL ENSURE NO CONSTRUCTION DEBRIS IS ALLOWED TO ENTER ANY RWCD DITCH OR FACILITY DURING CONSTRUCTION.
    - F. THE CONTRACTOR SHALL PROTECT ALL UTILITIES. ESPECIALLY, SHOULD IT BE NECESSARY TO CONSTRUCT AN RWCD STRUCTURE USING MULTIPLE CONCRETE POURS, THE CONTRACTOR WILL BE REQUIRED TO USE AN RWCD APPROVED METHOD OF WATER STOP ON EACH STRUCTURE POUR. THE CONTRACTOR SHALL BE REQUIRED TO CONDUCT POURS. CONTACT RWCD'S CONSTRUCTION INSPECTOR AT 480.748.8416 TO COORDINATE.
    - G. THE CONTRACTOR SHALL REPAIR OR REPLACE ANY RWCD FACILITY (HEADWALL, PIPE, DITCH, ACCESS ROADS, ETC) DAMAGED DURING CONSTRUCTION AS DIRECTED BY THE RWCD INSPECTOR. THE CONTRACTOR SHALL BE AT THE LOCATION, ELEVATION AND GRADES PRIOR TO CONSTRUCTION OR AS DIRECTED.
    - H. RWCD MANHOLES ARE TO BE IDENTIFIED AND PROTECTED AT ALL TIMES BEFORE, DURING AND AFTER CONSTRUCTION. THE CONTRACTOR SHALL BE REQUIRED TO PROVIDE IDENTIFICATION OF THE MANHOLE. CONTACT RWCD'S CONSTRUCTION INSPECTOR AT 480.748.8416 TO

- A. TRENCH EXCAVATION:
  - 1. TRENCH EXCAVATION, BACKFILLING AND COMPACTION FOR RWCD FACILITIES SHALL BE PER MAQ SPECIFICATION. THE CLEANING OF THE TRENCH SHALL BE ALLOWED TO BEGIN ON ANY UTILITY UNTIL THE LINE HAS BEEN APPROVED BY RWCD INSPECTOR. BACKFILLING SHALL CONSIST OF ABC PLACED IN LIFT DEPTHS PER MAQ SPEC 601.4.2. ALL OTHER LIFTS SHALL BE A MAX OF TWO (2) FEET. ABC BACKFILL SHALL EXTEND TO TWELVE (12) INCHES ABOVE THE TOP OF THE PIPE. THE REMAINING LIFT SHALL BE PER MAQ SPEC 601.4.5. THE TRENCH BACKFILL SHALL BE THOROUGHLY COMPACTED TO THE DENSITIES LISTED ON THE PLAN OR AS SPECIFIED IN MAQ SPEC 601.4.4, WHICHEVER IS MORE.
  - 2. MECHANICAL COMPACTION SHALL BE REQUIRED TO THE DEPTHS OF 1' ABOVE THE PIPE. THE PIPE SHALL BE ACCOMPANIED BY HAND OR WALK BEHIND EQUIPMENT SUCH AS A WACKER OR JUMPING JACK SUBTYPE COMPACTOR, OR OTHER, AS APPROVED BY THE RWCD INSPECTOR.
  - 3. COMPACTION MAY BE SUSPENDED FOR THE FOLLOWING REASONS: THE PIPE BACKFILL IS UP TO SPRINGLINE. THE RWCD INSPECTOR MAY REQUIRE THE USE OF VIBRATORY EQUIPMENT IN CONJUNCTION WITH THE PLACEMENT OF CLSM MATERIAL.
- B. COMPACTION TESTS SHALL BE PERFORMED AT LOCATIONS AND AT A MINIMUM OF EVERY 100 FEET ALONG THE PIPE AND AT LOCATIONS SPECIFIED BY THE RWCD INSPECTOR. A RESPONSIBLE PARTY FOR COMPACTION TESTING SHALL BE PRESENT DURING BACKFILLING OF ALL PIPE AND STRUCTURES. COPIES OF THE COMPACTION TESTS ARE TO BE SUBMITTED TO THE RWCD INSPECTOR FOR REVIEW AT EACH DAY.
- C. UTILITY CROSSINGS:
  - 1. CALL THE RWCD INSPECTOR, CREG NEW, 480.748.6418 PRIOR TO MAKING THE UTILITY CROSSING. A PERMIT MAY BE REQUIRED FOR EACH UTILITY THAT CROSSES RWCD FACILITY.
  - 2. PROVIDE "2" CLEARANCE BETWEEN ANY RWCD FACILITY AND ANY NEW UTILITY WHEN CROSSING, EXCEPT TO PROVIDE MINIMUM "4" CLEARANCE BETWEEN ANY RWCD OPEN DITCH AND ANY NEW UTILITY. WHEN CROSSING, SUCH UTILITY CROSSINGS SHALL ONLY OCCUR UNDER PIPES OR DITCHES.
  - 3. UTILITY CROSSINGS UNDER RWCD PIPELINES, DITCHES, CANALS AND BOX CULVERTS SHALL BE PROTECTED BY HORIZONTAL EARTH AUGERATION AND NO DEEP PITS SHALL BE ALLOWED WITHIN RWCD RIGHT-OF-WAY OR EASEMENTS. ALL UTILITIES SHALL BE ENCASED IN STEEL CASING. NO UTILITY SHALL VAY FROM UTILITY CROSSING REQUIREMENTS WITHOUT WRITTEN APPROVAL FROM RWCD.
  - 4. IF USING AN OPEN CUT TRENCH METHOD OF CONSTRUCTION, AS APPROVED BY RWCD, PRIOR TO THE SPRINGLINE OF THE RWCD PIPE WITH 1/2 SACK SILLURRY WHERE MECHANICAL COMPACTION CANNOT BE ACHIEVED, OR AS DIRECTED BY RWCD INSPECTOR.
  - 5. WHEN EXCAVATING UTILITIES FOUND IN THE SPRINGLINE OF THE RWCD FACILITY, THE CONTRACTOR SHALL CONSULT WITH THE RWCD INSPECTOR AND THE OTHER UTILITY COMPANY FOR EVALUATION OF CLEARANCE AND RELOCATION REQUIREMENTS.
  - 6. RWCD FACILITY SHALL BE PROTECTED UNDER THE RWCD RIGHT OF WAY SHALL HAVE 25 FEET MINIMUM OVERHEAD CLEARANCE.
- D. RWCD INSPECTION:
  - 1. RWCD INSPECTION SHALL BE AT RWCD (480.748.6418) FOR RWCD INSPECTIONS. THE CONTRACTOR SHALL COORDINATE DAILY WITH THE RWCD INSPECTOR RELATIVE TO WORK ONGOING THAT DAY AND UPCOMING WORK THAT REQUIRES INSPECTION WITHIN THE NEXT 48 HOURS.
  - 2. THE CONTRACTOR SHALL PROVIDE ACCESS TO THE TRENCH FOR THE RWCD INSPECTOR TO INSPECT WORK INCLUDING SHORING AND LADDERS.
  - 3. CONSTRUCTION STAKING LATH SHALL INCLUDE STATIONING CONSISTENT WITH STATIONING SHOWN ON THE PROJECT RECORDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE STAKING.
  - 4. MANHOLE AND STRUCTURE RISE ELEVATIONS MUST BE VERIFIED DURING THE CONSTRUCTION BY A "HUB" PLACED BY SURVEYORS.
  - 5. RWCD MAY REJECT ANY PART OR PORTION OF THE SUBJECT PIPE AT ANY POINT DURING THE CONSTRUCTION PROJECT WITHOUT FURTHER DISCUSSION. SUCH DETERMINATION WILL BE BASED ON, AMONG OTHER POINTS, CURRENT ASTM STANDARDS FOR THE PIPE.
- E. PROJECT ACCEPTANCE:
  - 1. AT THE COMPLETION OF THE CONSTRUCTION, SHALL BE CLEARED OF ANY DEBRIS OR SPOIL RESULTING FROM THE CONSTRUCTION INCLUDING REMOVAL OF CONSTRUCTION DEBRIS FROM RWCD DITCHES.
  - 2. THE DEVELOPER SHALL ACQUIRE AUTHORIZATION FROM THE RWCD WATER DEPARTMENT AND RWCD INSPECTOR PRIOR TO PERFORMING AN AS-BUILT SURVEY. MANHOLE LIDS MUST BE TAKEN OFF BY PIPELINE CONTRACTOR. A NO-FEE DRY-UP IS REQUIRED FOR AS-BUILT SURVEY.
  - 3. THE OWNER/DEVELOPER SHALL PROVIDE CERTIFIED AS-BUILTS FOR THE LOCATION, ELEVATION AND SIZE OF ALL RWCD FACILITIES FOR RWCD RECORDS PRIOR TO RELEASING THE PROJECT BOND.
- F. RWCD GENERAL NOTES:
  - 1. RWCD'S GENERAL NOTES ARE SUBJECT TO CHANGE WITHOUT NOTIFICATION AT ANY TIME PER OUR DISCRETION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE CONFORMANCE TO THE RWCD'S GENERAL NOTES. THE RWCD'S GENERAL NOTES OF THE RWCD INSPECTOR AT 480.748.6418 TO RECEIVE THE MOST RECENT RWCD GENERAL NOTES.

FBI REGION	STATE	PROJ. NO	NO.	TOTAL	AS BUILT
9	ARIZ	TS168	3	10	

**INFRA INC.**  
 a limited liability corporation  
 77 West Thurston Road, Suite 208  
 Phoenix, Arizona 85027

1. ALL CONSTRUCTION WITHIN FLOOD CONTROL DISTRICT (DISTRICT) RIGHTS-OF-WAY JURISDICTION SHALL CONFORM TO THE LATEST MARICOPA ASSOCIATION OF GOVERNMENTS (MAG) SPECIFICATION. THE MARCH 1997 EDITION OF THE SPECIFICATION IS A DAM. IF THE STRUCTURE IS A DAM, SPECIAL PERMIT REQUIREMENTS WILL APPLY. DAM SHALL MEAN A STRUCTURE THAT MUST BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH THE ARIZONA DEPARTMENT OF WATER RESOURCES AND IS DEFINED IN ARIZONA REVISED STATUTES 45-1201.
2. THE PERMITTEE SHALL OBTAIN A SPECIAL PERMIT PRIOR TO COMMENCEMENT OF CONSTRUCTION WITHIN DISTRICT RIGHT-OF-WAY AND MAINTAIN A COPY OF THE SPECIAL PERMIT ON THE PROJECT SITE.
3. NOTIFY THE DISTRICT'S PERMITS INSPECTOR AT 602-506-4727 OR 602-506-4723 AT LEAST 48 HOURS PRIOR TO ANY WORK BEING PERFORMED IN THE DISTRICT RIGHTS-OF-WAY.
4. CONTRACTOR PERFORMING EXCAVATION OPERATIONS IS RESPONSIBLE FOR LOCATING AND PROTECTING ALL UTILITIES.
5. ALL COMPACTION AND BACK FILL WITHIN THE DISTRICT'S RIGHT-OF-WAY SHALL CONFORM TO THE LATEST MAG SPECIFICATION UNLESS STIPULATED OTHERWISE IN THE DISTRICT'S PERMIT.
6. ANY DAMAGE TO DISTRICT'S STRUCTURES, EQUIPMENT, MATERIALS, VEGETATION AND/OR PROPERTY SHALL BE REPAIRED AND/OR RESTORED TO AS-NEED TO THE SATISFACTION OF THE DISTRICT.

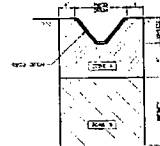


GENERAL NOTES

**GILBERT**

<div style="text-align: center;"> <b>PECOS ROAD</b>  <b>TS169</b> </div>									
DATE	BY	CHK	AMT	CA	FE	SWL. NO.			
10-10-78	1011	1011	1011	1011	1011	0-1-2			
SCALE		NONE				OF			



[illegible]

### UTILITY CLEARANCE REQUIREMENTS

FORM 3: NO CONTINUING VALUES PROVIDED FROM PYS 2204.  
CONTINUING VALUES PROVIDED WITH OVERSIGHT FROM COMED BY  
ANAL. COLLECT AND ANALYZED AT ANOTHER DATE FOR CONTINUING  
+LIGHT

ROOSEVELT WATER CONSERVATION DISTRICT

JAIN CHARGES INDEMNITIES	
	AMOUNT IN CURRENCY AND NOTES
1	

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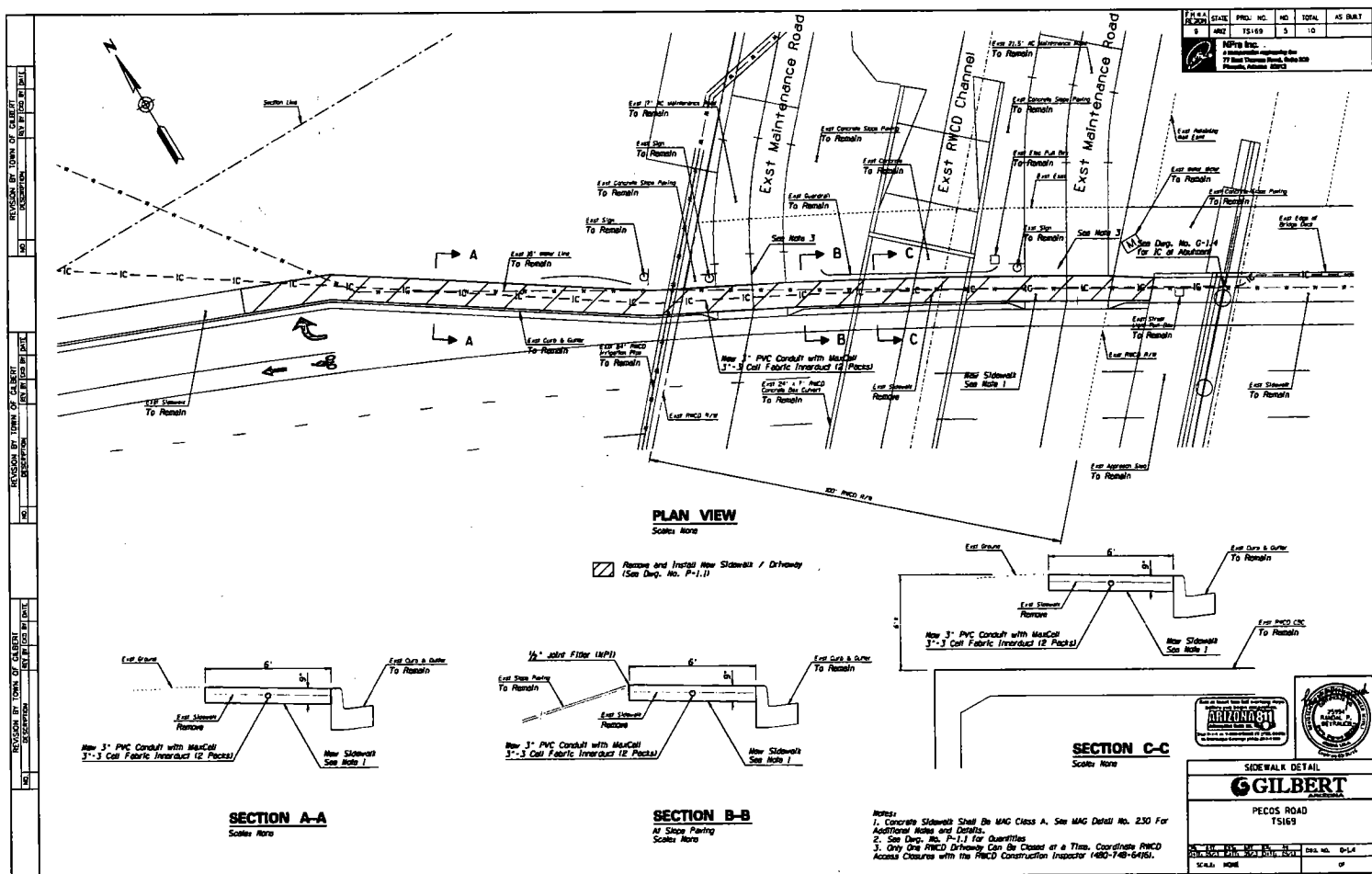
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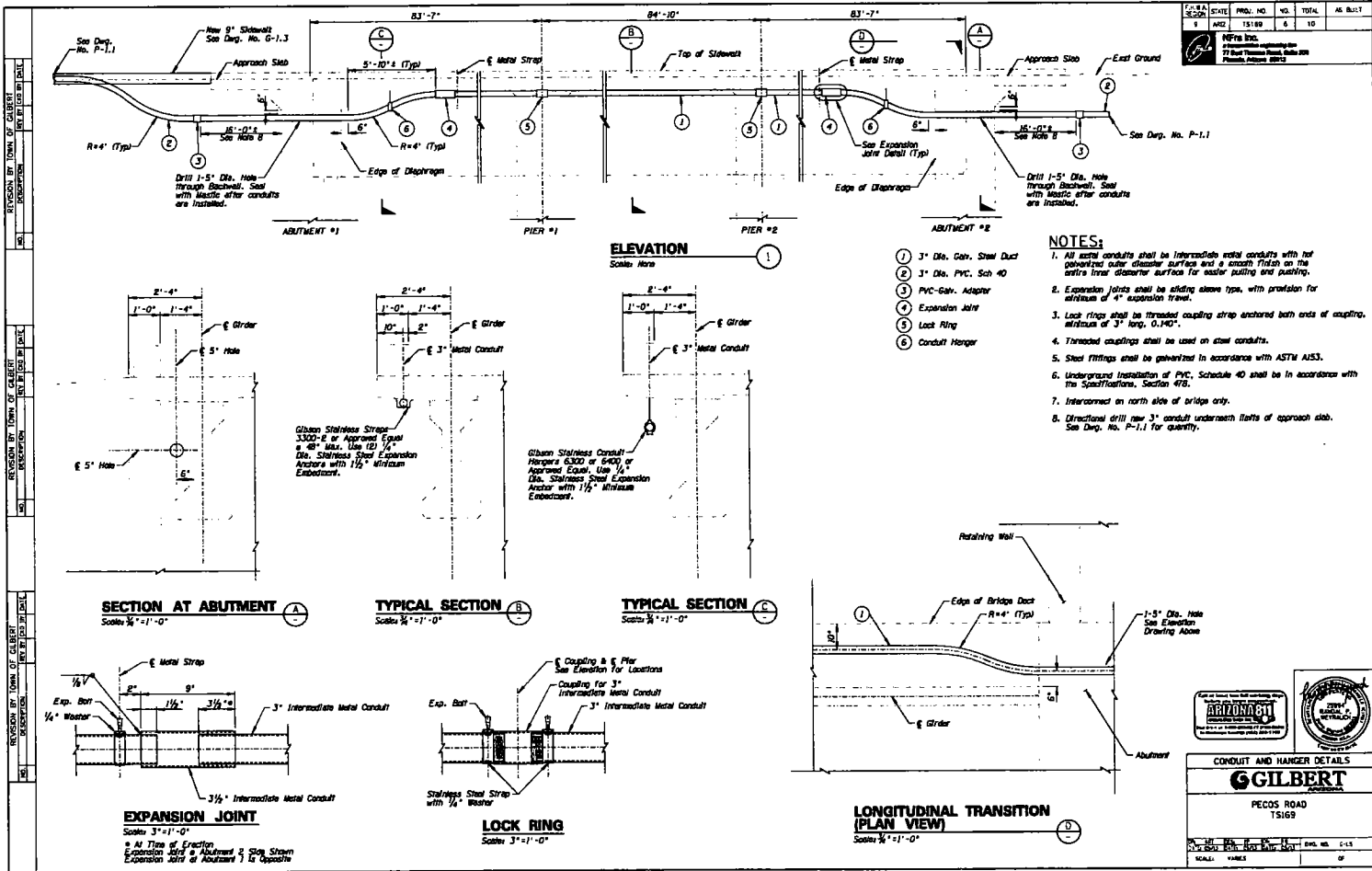
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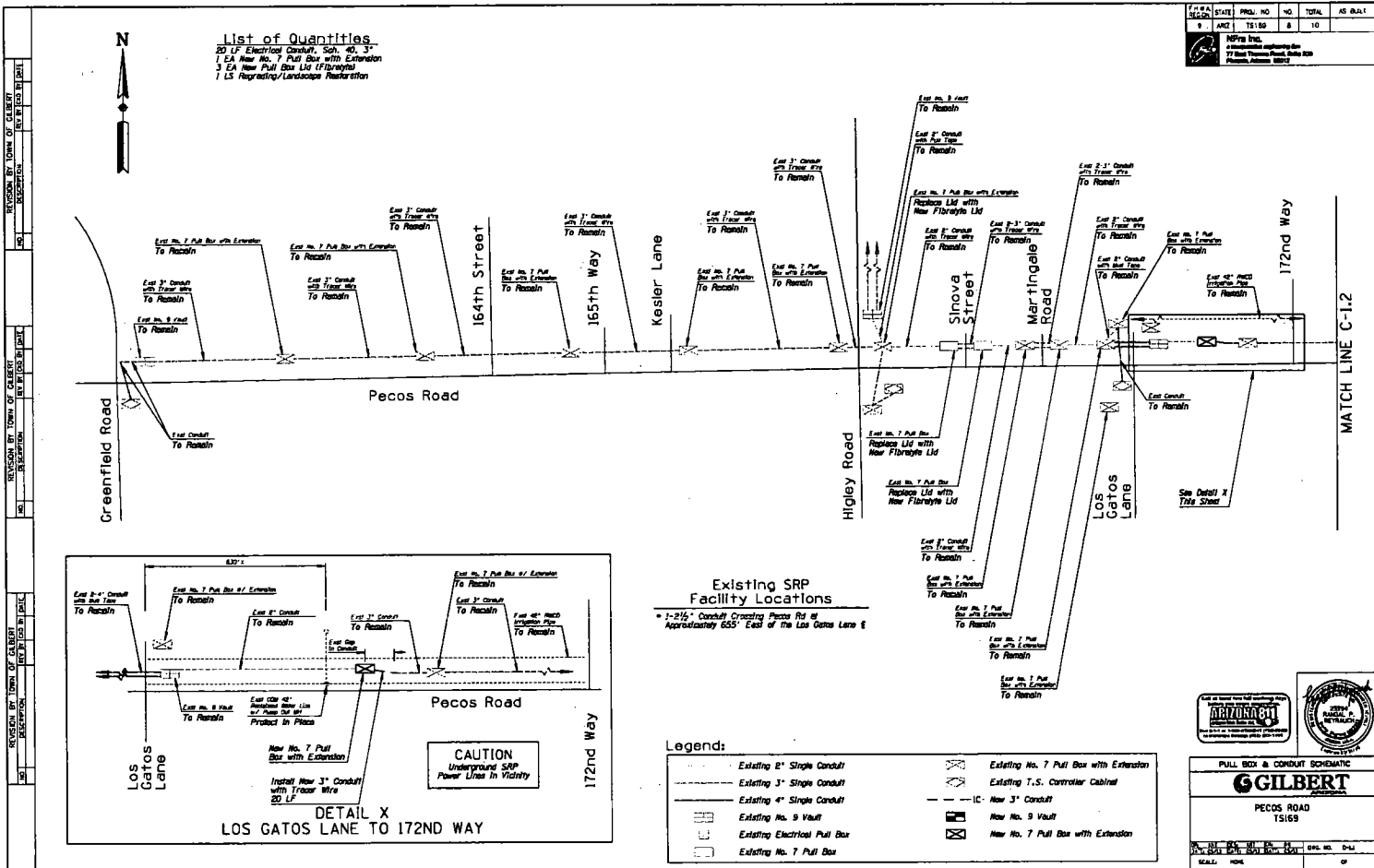
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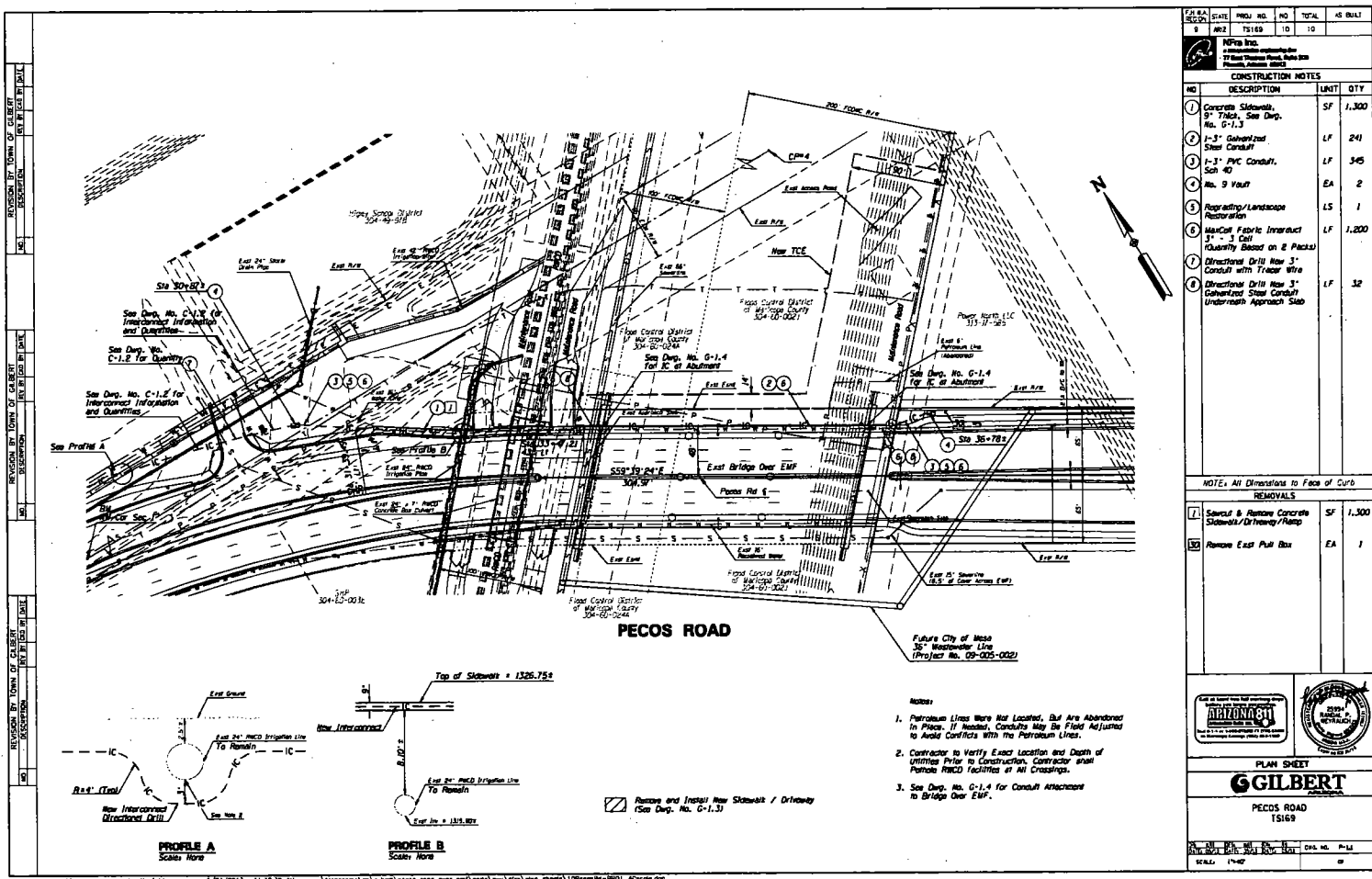






15 LF Pavers Exst Conduit  
800 LF Electrical Conduit, Sch. 40, 3" (Directional Drill)  
1,000 LF Electrical Conduit, Sch. 40, 3"  
1 LS Regrading/Landscape Restoration







## **SPECIAL CONDITONS**



Project Name: Pecos Road Conduit Installation

Project No.: TS169

Contract No.: 2013-7008-0316

## **SPECIAL CONDITONS**



TS-2

**SPECIAL CONDITIONS  
FOR CONSTRUCTION**

**TOWN OF GILBERT**

**PROJECT NO. TS169**

**PECOS ROAD  
INTERCONNECT CONDUIT INSTALLATION  
GREENFIELD ROAD TO EAST MARICOPA FLOODWAY**





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### **SPECIAL CONDITIONS**

The work described herein and shown on the Plans for this project shall be performed in accordance with the Town of Gilbert Public Works and Engineering Standards and Details (March 2005) with revisions through 2012, Maricopa Association of Governments (MAG) *Uniform Standard Specifications and Uniform Standard Details for Public Works Construction*, 2012 Edition and all supplemental revisions, applicable ADOT *Standard Specifications for Road and Bridge Construction*, 2008 Edition, applicable ADOT Standard Details, applicable RWCD Standard Specifications and Details, and additional Special Conditions that follow.

In the event a conflict exists on the plans or between the plans and referenced specifications or these construction special conditions, the order of precedence shall be as follows:

1. Addenda
2. The Special Conditions for Construction
3. Town of Gilbert Construction Contract General Conditions
4. The Project Plans
5. Town of Gilbert Standard Specifications and Details
6. Maricopa Association of Governments (MAG) *Uniform Standard Specifications and Details for Public Works Construction*, 2012 Edition and all supplemental revisions
7. 2009 *Manual on Uniform Traffic Control Devices* (MUTCD) with Supplements
8. Roosevelt Water Conservation District Specifications and Details
9. ADOT *Standard Specifications for Road and Bridge Construction* (2008) and related Details

### **LOCATION OF THE WORK:**

Roadway improvements are located along the following roadways in or near the Town of Gilbert, Maricopa County, Arizona:

- Pecos Road; Greenfield Road to East Maricopa Floodway
- Sections 34, 35 and 36, Township 1 South, Range 6 East;
- Sections 1, 2 and 3, Township 2 South, Range 6 East

### **PROPOSED WORK:**

The work consists of installing interconnect conduit and pull boxes at locations along the Pecos Road corridor to complete a continuous system for installation of future fiber optic cables. Conduit will cross the RWCD canal by being encased in the concrete sidewalk and across the East Maricopa Floodway by hanging conduit from the bridge under deck.



## CONTRACT STANDARD SPECIFICATIONS AND DRAWINGS:

**The following Standard Specification and Standard Drawings referenced in the project contract documents are required for construction of this project:**

*MAG Uniform Specifications and Details for Public Works Construction*, 2012 Edition, and any supplemental Revisions.

*ADOT Standard Specifications for Road and Bridge Construction*, 2008 Edition.

*ADOT Signing and Marking Standard Drawings (M, S, and C-Standards)*, 2002 Edition with Revisions

*Town of Gilbert Public Works and Engineering Standards and Details*, March 2005, and Revisions through 2012.

*Manual on Uniform Traffic Control Devices (MUTCD)*, 2009 Edition.

**The following conditions or items are not considered for separate measurement or payment and are therefore considered incidental to an item to which it is closely associated.**

### **WORKING HOURS:**

Work on this project shall not begin before 6:00 a.m. and shall conclude prior to 7:00 p.m. each weekday unless otherwise approved by the Town. Work located within existing roadways shall not begin before 8:00 a.m. and shall conclude prior to 3:30 p.m. each weekday unless otherwise approved by the Town. Work at times other than those specified will be considered by the Town subject to the duration and type of activity proposed and the resulting impact on adjacent residential and commercial areas.

If the Contractor is permitted to work between the hours of 7:00 p.m. and 6:00 a.m., the Town will determine what measures the Contractor will be required to make to inform the affected public.

Hours for hauling operations shall be subject to approval by, and if necessary, permits from the Town of Gilbert and Maricopa County and other applicable municipalities, in accordance with local ordinances.

### **NOISE MITIGATION**

The Contractor is responsible for any construction noise mitigation measures needed to meet the noise ordinances of Town of Gilbert and Maricopa County.



**COORDINATION AND MAINTENANCE OF TEMPORARY TRAFFIC CONTROL:**

The Contractor will be responsible to furnish, erect, maintain and remove all temporary signs that, in the opinion of the Construction Manager, are necessary to warn, regulate and guide traffic adequately between projects. Compensation for this work shall be considered included in the bid item price for **Maintenance of Traffic**.

**SCHOOL ACCESS REQUIREMENTS:**

The Contractor shall maintain accessibility to schools and school bus routes during school hours. The Contractor shall notify the school principals and the school district representatives at least two weeks prior to any restrictions, including intersection restrictions at Higley High School and Higley Center for the Performing Arts. Contractor shall restore full access at the intersections as soon as possible.

**FIELD STAKING OF TEMPORARY CONSTRUCTION AND DRAINAGE EASEMENTS:**

Prior to commencement of any field removal or construction activities, the Contractor shall provide stakes, lathe, paint, tape or combination thereof to clearly define the limits of the Temporary Construction Easement (TCE) within the East Maricopa Floodway as shown on the project plans. The cost of the access permit / TCE is approximately \$800 and will be the responsibility of the Contractor to obtain. Compensation for this work shall be considered included in the bid item price for **Construction Stakes, Lines and Grades**.

**BUSINESS, UTILITY FACILITIES AND PRIVATE PROPERTY ACCESS:**

Emergency vehicle, postal delivery, school bus routes, and driveway accesses to businesses, utility facilities, and private property shall be maintained at all times. Short-term closures may be permitted subject to prior approval by the Construction Manager and property owner. Contractor shall notify property owners five calendar days in advance of any construction on driveways or streets that result in lane restrictions or closures.

At the direction of the Construction Manager, flaggers may be required when Contractor is working at or restricting any of the driveways for businesses or private property access. Open for business directional signing that may be required, as directed by the Construction Manager, for business access shall be in conformance with the applicable Town standards.

No direct payment will be made for maintaining access to businesses and private property during construction. Costs for this work shall be considered included in the total bid price for the project.

**IRRIGATION:**

Existing RWCD and private irrigation facilities shall remain in-place and be operational at all times. Conduits shall be installed to avoid these facilities and to satisfy RWCD separation requirements. Where the proposed interconnect conduit crosses existing RWCD facilities, the crossing shall be potholed to determine RWCD's exact horizontal



and vertical location prior to directional drilling, trenching or jack and bore operations.

**SHORING:**

Shoring may be required for certain trenches related to work shown on the project plans. The Contractor shall be responsible for determining the exact limits and locations of any required shoring. Shoring shall be installed in accordance with all applicable Federal, State and Local safety requirements. No direct payment will be made for shoring, costs for this work shall be included in the total bid price for the project.

**SAW CUTTING:**

Asphalt and concrete saw cuts may be required to install the conduit system. Saw cut lines may be subject to change by the direction of the Construction Manager to best fit the conditions found in the field. Saw cuts shall be made a minimum depth of 1½" and in all cases deep enough to insure a neat vertical joint. No measurement or payment will be made for saw cutting. The cost shall be included in the respective price for bid items to remove and replace asphalt or concrete.

**POWER LINES:**

There are underground and overhead power lines within the project limits. All work at or in close proximity to said lines shall be performed in accordance with all Federal, State, and local laws and regulations, including but not limited to:

- A. Arizona law regarding "Underground Facilities" (A.R.S. 40-360.21, .22, .24, .26 and .28).
- B. Arizona law regarding "High Voltage Power Lines and Safety Restrictions" (A.R.S. 40-360.41 - .45).
- C. The Occupational Safety and Health Administration.
- D. The National Electric Safety Code.

**PERMITS:**

Contractor is responsible for obtaining all necessary permits from appropriate governing agencies and paying applicable fees prior to starting such construction activities. Governing agencies could include Maricopa County Department of Transportation (McDOT), Flood Control District of Maricopa County (FCDMC), Roosevelt Water Conservation District (RWCD) and Town of Gilbert (TOG). Samples of permits could include:

- a) dust control
- b) storm water pollution control
- c) traffic control
- d) work within RWCD right-of-way
- e) at each RWCD crossing
- f) land use to install interconnect conduit across the EMF
- g) temporary access to the EMF for construction purposes



**EAST MARICOPA FLOODWAY:**

The Contractor shall conduct all work within the established TCE's and minimize disturbance to the EMF. Stockpiling of material within the EMF will not be allowed, all equipment and material shall be removed from the EMF on a daily basis unless otherwise approved by the Construction Manager. Contractor shall take precautions to avoid removing or killing the grass within the EMF. If grass is removed or killed, Contractor shall reseed areas in accordance with County requirements as provided by the County's inspector. The cost to reseed damaged areas will be at the Contractor's expense.



**MAG Uniform Standard Specifications are hereby modified to more accurately conform to the needs of this project as follows:**

## **MAG SECTION 101      ABBREVIATIONS and DEFINITIONS**

**101.2 DEFINITIONS AND TERMS: ENGINEER:** is modified to add "Construction Manager" as a duly authorized representative.

**101.2 DEFINITIONS AND TERMS:** add the following terms:

TOWN: the Town of Gilbert

TOG: the Town of Gilbert

## **MAG SECTION 105      CONTROL OF WORK**

**105.6 COOPERATION WITH UTILITIES:** is modified to add:

The location of underground and overhead utilities as shown on the plans is based on the best available information gathered from as-builts, field visits, and existing Blue Stake markings. The Contractor shall not assume that this represents an exact location of the indicated utility or that all utilities are shown. No guarantee is made to the accuracy of the location shown on the plans or found in the as-builts. It is the responsibility of the Contractor to verify and determine the exact location of all utilities.

The following utilities are expected to be located within the limits of this project:

<b>Utility</b>	<b>Contact</b>	<b>Phone Number</b>
Century Link Communications	Esther Medina	480-764-4474
Cox Communications	Juris Drigants	623-694-1974
Salt River Project Power	Noelle Waterman	602-236-0416
Southwest Gas	Gene Florez	480-730-3841
Kinder Morgan	D.R. Quinn	714-560-4400
Town of Gilbert-Sewer	Mark Horn	602-503-6420
Town of Gilbert-Reclaimed Water	Brian Quill	480-503-6475
Town of Gilbert-Water	Joe Ferrato	480-503-6485
City of Mesa	Bill Fick	480-644-2515
Flood Control District of Maricopa County	Shelby Brown	602-506-4583
Roosevelt Water Conservation District (RWCD)	Brad Strader	480-988-9586

### **105.6.3 CenturyLink Communications:**

CenturyLink has existing facilities within the Pecos Road corridor that are not anticipated to be in conflict.

### **105.6.4 Cox Communications:**

Cox Communications has existing facilities within the Pecos Road corridor that are not anticipated to be in conflict.



#### 105.6.5 RWCD:

RWCD has an existing concrete box culvert under Pecos Road just west of the EMF. The proposed interconnect conduit will be encased in concrete driveways and sidewalks above the existing box culvert. The proposed interconnect conduit crosses RWCD pipes in two separate locations. RWCD irrigation pipes shall be potholed at each of the crossings to determine the exact horizontal and vertical locations prior to directional drilling, trenching, and jack and bore operations. All crossings shall meet the requirements shown on plans, including RWCD Detail 41.

Contractor shall keep one driveway open at all times for RWCD operations. Contractor shall coordinate RWCD access closures during construction with RWCD Construction Inspector (480) 748-6416.

#### 105.6.6 Salt River Project Power:

Salt River Project has existing facilities within the Pecos Road corridor that are not anticipated to be in conflict. Contractor shall determine the exact locations of existing facilities and protect in-place. The following are approximate SRP existing facility locations within the proposed improvement limits of the project:

Sht	Station/Offset	Facility
C-1.1	Detail X on plans	1-2 ½" Conduit crossing Pecos Road at approx. 655' East of Los Gatos centerline
C-1.2	Detail Y on plans	12-3" Conduits encased 1 -4" Conduit encased (SRP Communication) Crossing Pecos Road at approximately 85' East of Recker Road centerline
C-1.2	Detail Y on plans	3-3" Conduits not encased crossing Pecos Road at approx. 470' East of Recker Road centerline
C-1.2	Detail Y on plans	1 -2 ½" Conduit and Junction Boxes abandoned approximately 58' North of Pecos Road centerline

#### 105.6.7 Southwest Gas (SWG)

Southwest Gas has existing facilities within the Pecos Road corridor that are not anticipated to be in conflict.

The construction plans show grading and drainage over existing natural gas pipelines. Exact location and elevation of the gas lines are not available except through potholing. Contractor is hereby made aware that SWG does not provide depth information on its natural gas facilities.

For actual up-to-date utility locations, call Blue Stake Center at 602-263-1100 or 1-800-782-5348. Minimum cover over mains is 36". Any underground facility installed must have at least 12" face to face clearance at the point of crossing.



SWG system has pipeline valves, line locating stations, test points and underground vaults each with protective valve box lids and vault manhole covers. These must remain flush with the existing ground. Under U.S. Dept. of Transportation's Pipeline Safety Regulations and Southwest Gas operating procedures, these facilities are required to be accessible at all times.

SWG will paint yellow all protective valve box lids and vault manhole covers. It will be the responsibility of the Contractor to make sure these are protected during construction. The Contractor will be responsible for adjustments to all valve box lids and vault manhole covers due to grading and paving per MAG Section 345 and MAG Details 391.1/391.2. Contact SWG Construction at Tempe Operations 480-730-3670 for coordinating work and inspections. For emergencies, call 602-271-GASS (4277).

Once mechanical trenching is in progress, Contractor shall not attempt to trench within two feet of a gas pipe. This trenching shall be done by hand in order to prevent any damage to the gas pipe. In the event Contractor should "hook" or otherwise strain a gas pipe while excavating, a call should be placed immediately to 1-800-528-4277 or 911.

Even though there may not be any apparent damage, the strain may have damaged the wrap or a portion of the buried pipe or fittings at other locations causing a leak in the surrounding area. If a steel facility is exposed and the pipe coating is found to be in need of repair, contact 602-271-4277 so a crew can be dispatched to rewrap the pipe. This is a service provided by SWG at no cost to the Contractor so that we can monitor our steel facilities and minimize the possibility of corrosion.

When the excavations are complete, all exposed gas pipes should be protected. If the trench is more than three feet wide, the pipe must be supported in a manner where the supporting material does not damage the pipe or its protective wrapping.

SWG requires both 6" of bedding and 6" of shading consisting of sand or material free of rocks and able to pass through a 3/8" screen when backfilling around their pipe lines. This will provide a firm support under the facility and prevent damage to the pipe or pipe coating from the backfilling operation. Do not drop backfill directly over the gas pipe. During the compaction process, use extra care when directly over the gas pipe in order to avoid any damage.

**105.6.8 Town of Gilbert:**

The Town has reclaimed waterlines, sewer lines, and water lines that are not anticipated to be in conflict with the proposed improvements.

**105.6.9 Kinder Morgan:**

Kinder Morgan has existing facilities within the EMF that have been abandoned.

**105.6.10 City of Mesa:**

The City of Mesa has existing facilities within the Pecos Road corridor that are not anticipated to be in conflict, including a 42" reclaimed water line with pump out



manholes. The City has a project that will be installing a 36" wastewater line that connects to the existing 66" wastewater line along the west bank of the EMF and continues east along the south side of Pecos Road to approximately 100' east of the EMF where it crosses Pecos Road to the north and then continues east to Power Road. No conflicts are anticipated with the Mesa project.

**105.8 CONSTRUCTION STAKES, LINES AND GRADES:** is deleted in its entirety and replaced with the following:

Contractor shall be responsible for creating red-lines for "As-Built" record drawing preparation. All alterations from the plans must be approved by the Construction Manager prior to the work being done and subsequently documented on as-built drawings. The Contractor shall keep accurate data and field notes as construction progresses for preparation of the "As-Built" drawings. Contractor shall submit redlined drawings to the Construction Manager for preliminary review. Contractor shall make all corrections required and resubmit a new copy to the Construction Manager for review and approval. Final payment will be made upon Construction Manager's acceptance of the redlined "As-Built" drawings. These final red-lined "As-Built" drawings must be prepared by a licensed Arizona Land Surveyor.

Contractor shall furnish all materials, personnel, tools, and equipment necessary to perform all surveying, construction staking, and establishment of all excavation boundaries. Contractor shall furnish sufficient construction stakes, lines, and grades to accomplish the work as indicated on the plans. Contractor shall establish horizontal and vertical controls and establish secondary points and/or benchmarks for construction. The control point verification process shall include locating and making ties to all section lines and roadway monuments in the vicinity of the proposed work. Included in this work shall be all calculations required for the satisfactory completion of the project in conformance with the plans and these specifications. Contractor shall stake the Temporary Construction Easements within the East Maricopa Floodway to ensure all work remains within the easement limits. The work shall be done under the direction of a registered professional engineer or a registered land surveyor employed by the contractor. The crew chief shall be NSPS Certified Level III, NICET Certified Level III, or a registered Land Surveyor-in-Training. A minimum of 50 percent of the survey crew shall be either NSPS Certified Level II or NICET Certified Level II.

The Contractor shall carefully preserve all construction stakes, reference points and other survey points, and in the case of their loss or destruction, shall replace them at the direction of the Construction Manager. Wooden lath or stakes used during construction shall be removed as part of the project's final clean up.

The Contractor shall furnish all traffic control, including flagging for survey and staking operations. Traffic control devices and procedures for construction surveying shall be in accordance with the requirements of the MUTCD.



Prior to beginning any survey operations, the Contractor shall furnish to the Construction Manager, for approval, a written outline detailing the method of staking, marking of stakes, grade control for various courses of materials, referencing, structure control, pavement markings, and any other procedures and controls necessary for survey completion. A part of this outline shall also be a schedule which will show the sequencing of the survey and layout work, throughout the course of the contract, listing a percentage of completion for each month.

**105.8.1 MEASUREMENT:**

Measurement for construction staking and preparation of red-lines for as-builts will be measured as a single complete unit of work on a lump sum basis under the bid item **Construction Stakes, Lines and Grades**. The work shall include all materials, equipment, tools, and labor necessary to facilitate construction, documenting existing control, and existing monuments.

**105.8.2 PAYMENT:**

Payment for **Construction Stakes, Lines and Grades** will be by the lump sum and will be made as follows:

The approved schedule showing the sequencing and percentage of the survey and layout work shall be the basis on which monthly progress payments shall be made. The schedule shall be subject to periodic review, at the request of either party, if the survey and layout work lags or accelerates. If necessary, the schedule shall be revised to reflect changes in survey and layout progress. When approved, the revised schedule will become the basis of payment. Final payment will not be made until the Contractor's as-built red-line drawings are received and approved by the Construction Manager.

**105.10 INSPECTION OF WORK:** *is modified to add:*

The Contractor is advised that existing irrigation facilities that need to be crossed by proposed improvements will be monitored and inspected by RWCD's inspector to verify compliance with their requirements and standards.

## **MAG SECTION 106      CONTROL OF MATERIALS**

**106.2 SAMPLES and TESTING of MATERIALS:** *is modified as follows:*

In the first sentence of second paragraph, substitute The Contractor for the words "... Contracting Agency...".



## **MAG SECTION 107 LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC**

**107.2 PERMITS:** is modified to add:

This project is subject to the Arizona Pollutant Discharge Elimination System (AZPDES) requirements under the Environmental Protection Agency (EPA) National Pollutant Discharge Elimination System (NPDES) program as administered by the Arizona Department of Environmental Quality (ADEQ). Under the conditions of a permit, the Contractor shall be designated as co-permittee (with the Town of Gilbert), and shall be responsible for providing necessary materials; taking appropriate measures to ensure removal of additional sediment generated in storm water runoff from the project (relative to pre-project sediment levels); and completing the following documents:

- Storm Water Pollution Prevention Plan (SWPPP) for the project, including a certification-of-compliance form
- Notice of Intent (NOI) to be covered under AZPDES, including certification of signature
- Notice of Termination (NOT) of coverage under AZPDES (upon project completion)

All Subcontractors must comply with AZPDES requirements under the supervision of the Contractor, and shall submit a completed, signed subcontractor certification form, thereby designating themselves as co-permittees. The SWPPP shall be subject to approval by the Construction Manager prior to implementation. The SWPPP shall be kept at the project site at all times, and the final SWPPP shall be retained by the Contractor for three (3) years following project completion and final acceptance.

The Contractor shall submit a completed, signed NOI form (including signed subcontractor certification forms) to the Town's Engineering Department, no later than the Pre-Construction meeting. The Town will attach these forms to its own completed NOI form, and submit the package to ADEQ at least 48 hours prior to the proposed Notice to Proceed date. The Town will send copies of the final submittal for distribution to the Contractor, the Engineering Department, and the Arizona Department of Environmental Quality (ADEQ) Storm Water Coordinator.

Failure by the Contractor (or any applicable subcontractors) to submit the NOI form and certification by the time of the Pre-Construction meeting, or to promptly make revisions to those forms as requested by the Town, which leads to delays in attaining ADEQ requirements will result in postponing the start of construction. The Contractor will not be entitled to any additional compensation for costs resulting from such delay.

The NOI shall be posted at the construction site along with the SWPPP. No construction activities shall begin until all applicable storm water pollution control devices are in place. Any additional work caused by the Contractor's (or subcontractor's) failure to properly implement the SWPPP will not be compensated. In addition, the Contractor shall keep a copy of the STORM WATER BASELINE CONSTRUCTION GENERAL



PERMIT COVERAGE NOTICE received from ADEQ (after submittal of the NOI) at the job site at all times.

All SWPPP reports required under this contract shall be available to the public in accordance with requirements of the Clean Water Act—Section 308(b). The Contractor shall make plans available to the public upon a request from either the EPA or ADEQ.

No conditions of the AZPDES or the SWPPP shall release the Contractor from any responsibilities or requirements under other environmental statutes or regulations. Asphalt plant and concrete plants (including module plants) require separate AZPDES industrial permits.

Upon completion and acceptance of the work performed by a co-permittee, either the Contractor or other subcontractors shall absolve such subcontractor of any involvement in, or responsibility for, subsequent AZPDES violations on the project. Upon total project completion, acceptance, and de-mobilization, the Contractor shall submit a completed, signed NOT form to the Town. The Town will attach its NOT form, and submit the final package to EPA, ADEQ, and other Town departments, thereby terminating all AZPDES permit coverage for the project. Necessary forms for the NOI, NOT and the draft SWPPP are available through the Town.

As a minimum, the Contractor shall inspect all storm water pollution control devices on the project on a monthly basis, and following each rainfall of 0.50" or more (as measured at the nearest Flood Control District of Maricopa County rain gauge, or approved on-site rain gauge). The Contractor is also encouraged to inspect devices following rainfalls of less than 0.50", as it is the Contractor's responsibility to ensure the proper operation of each device. The Contractor shall maintain a record of each inspection. No other separate measurements or payments will be made relative to SWPPP items.

#### **107.2.1 BEST MANAGEMENT PRACTICES:**

Implementation of "Best Management Practices" (BMP's) to reduce storm water pollution shall be undertaken by the Contractor on a multi-tiered, most cost-effective approach. The Contractor shall utilize the lowest-cost acceptable BMP available to address each type of potential storm water pollution situation encountered on the project. Should this prove ineffective in resolving a storm water pollution problem, additional, higher-cost BMPS may need to be practiced, upon approval by the Town. Multi-tiered BMP approaches to construction operations might include:

#### **ROADWAY SUBGRADE EXCAVATION:**

1. Tier I – The excavated area may create a temporary area that retains storm water runoff. This may provide adequate control of runoff preventing sediment from leaving the site. Draining the excavation area by pumping or other methods shall utilize filter fabric or other filtering methods to remove sediment before leaving the site or entering the storm drain system.



2. Tier II – Catch basin inlet protection (utilizing filter fabric, gravel, etc.) may be necessary should Tier I controls prove inadequate. Care shall be exercised to ensure that Tier II BMPs do not result in flooding adjacent properties.

#### **OPEN PIPELINE TRENCHES**

1. Tier I – An open trench itself may act as a temporary retention area. The Contractor shall provide a low-cost, readily-installed/removable temporary device on the open end of the pipe to prevent sediment-laden storm water from entering the pipe. This may consist of a temporary “plug” incorporating filter fabric, a temporary weir, or other device capable of removing sediment before allowing storm water to enter the pipe. Care must be taken to prevent damming of runoff waters in the excavation that could result in “floating” the pipe.

2. Tier II – If Tier I protection does not prove satisfactory, the Contractor may need to install straw bales, sandbag berms, or temporary diversion dikes around the perimeter of the open excavation to prevent sediment-laden storm water from entering the open excavation. Due to installation/removal time, such devices need only be installed during periods of likely precipitation and runoff. Earthen dikes are preferred alternates, due to ease of installation and removal. Care must be taken to ensure that runoff is not blocked causing adjacent properties to flood.

#### **BACKFILLED PIPELINE TRENCHES:**

1. Tier I – As with roadway subgrade excavations, pipeline trenches which have been backfilled but not yet paved may be several inches lower than adjacent paved areas, and may act as temporary retention areas.

2. Tier II – If the “retention” provided by the backfilled area does not prevent sediment-laden runoff from leaving the excavated area, perimeter controls such as silt fence, straw bales, sandbag berms, or gravel filter berms may need to be installed around the downstream edges of the backfilled area. As with open trenches, the selection of the appropriate measure, extent of its application, and time period during which it is needed will be dependent upon cost, site conditions, ease of installation/removal, and likelihood of precipitation/runoff. Care must be taken to ensure that extra storm water runoff is not diverted onto adjacent properties.

An acceptable storm water control method is limiting the amount of area disrupted and therefore reducing sediment-laden storm water runoff at any one time. Should such project phasing prove necessary due to the failure of other BMP's, the Contractor shall revise his construction activities accordingly, at no additional cost to the Town.

Standards for installing and operating the above BMP's are provided in the Flood Control District of Maricopa County “Drainage Design Manual for Maricopa County, Arizona, Volume III, Erosion Control”.



**107.2.2 MEASUREMENT:**

Measurement for all work associated with obtaining, implementing, monitoring and closing out said permit will be measured on a lump sum basis under the bid item **Storm Water Pollution Prevention Plan**. The work shall include all materials, equipment and labor necessary to install, maintain, and remove the storm water pollution prevention items.

**107.2.3 PAYMENT:**

Payment for **Storm Water Pollution Prevention Plan** will be by the lump sum and will be made as follows:

The approved schedule showing the sequencing and percentage of storm water pollution prevention items required shall be the basis on which monthly progress payments shall be made. The schedule shall be subject to periodic review, at the request of either party, if the need for storm water pollution prevention items lags or accelerates. If necessary, the schedule shall be revised to reflect changes in construction that impact the use of these items. When approved, the revised schedule will become the basis of payment. Final payment will not be made until the Contractor has removed all temporary pollution prevention items to the satisfaction of the Construction Manager.

**107.15 PUBLIC INFORMATION AND NOTIFICATION:** is hereby added to the MAG specifications:

**107.15.1 DESCRIPTION:**

The Contractor shall implement a community relations program for this project, including, but not be limited to:

- a. Documenting existing conditions where construction will occur prior to starting construction.
- b. Personal contact information with residents and businesses prior to major lane closures or trenches left open over night.
- c. Attending special meetings as required by the Construction Manager.

The Contractor shall use these or other means to inform the local citizens, businesses, and Town officials of necessary operations which create high noise levels, street closures, detour locations, haul route and material delivery routes, hours of construction, disruption of school bus routes, mail delivery or emergency vehicle access or disruption of utility services.

Disruption to utility services shall be avoided. Safety is the principal concern at all times. Anticipated utility disruption shall be kept to a minimum and proper 2-day advanced notification provided.

The personal contact number for the project will be supplied by Contractor. The contact number is intended to be used to respond to emergencies that may arise during off-work hours.



#### **107.15.2 EXISTING SITE CONDITIONS:**

Prior to starting construction, the Contractor shall document existing conditions where construction will be occurring. Acceptable documentation shall be a video-recorded tape, supplemented with digital photographs. The videotape shall not be made from a moving vehicle. One (1) copy of the documentation package shall be given to the Construction Manager.

#### **107.15.3 MEASUREMENT:**

No separate measurement will be made for Public Notification and Information, the cost thereof shall be included in the unit prices bid for other contract items.

### **MAG SECTION 109 MEASUREMENTS and PAYMENTS**

#### **109.1 MEASUREMENT OF QUANTITIES:** *is modified to add:*

The **Town of Gilbert Controlled Allowance** bid item shall be utilized at the discretion of the Town for the completion of unspecified work not covered by other bid items.

Authorization for Work under this bid item shall be made by the Construction Manager prior to the start of such work. All bidders shall incorporate the amount pre-entered in the bid proposal and shall include the same in the total amount bid for this project. Payment for work completed under this bid item shall be made based on the Construction Manager's approved methods of unit of measure and unit of payment.

#### **109.10 PAYMENT FOR MOBILIZATION/DEMobilIZATION:** *is modified to add:*

Measurement and payment for **Mobilization/Demobilization** will be as a Lump Sum which includes compensation to the Contractor for expenses to set up marshalling yards, to relocate equipment to and from the project site, and to perform final cleanup. Payment shall be compensation in full for all related items and all incidental work not specifically covered in other pay items. The Town shall compensate the Contractor for a one time, round trip mobilization/demobilization of the contractor's personnel equipment, supplies and incidentals, establishment of a marshalling yard, and other facilities required for the performance of the work on the project, as well as preparatory work and operations prior to the commencement of the work on the project site.

Payment, measured as provided above, will be made at the contract lump sum price as a single complete unit of work. Payment shall be made in two equal portions. The first payment shall be paid with the CONTRACTOR'S initial billing and shall be made for ½ of the total line-item price. The final payment shall be paid as part of the final payment due the CONTRACTOR once the project has been accepted as complete by the Town.



## **SECTION 230 DUST PALLIATIVE APPLICATION**

**230.8 MEASUREMENT:** *is deleted and replaced by the following:*

No measurement will be made for dust palliative application. Such materials, equipment and labor are considered incidental to trenching, directional boring, preparation of subgrade for driveway and sidewalk replacements, and other contract bid items.

**230.9 PAYMENT:** *is deleted and replaced by the following:*

No separate compensation will be made for dust palliative materials or application.

## **SECTION 340 CONCRETE CURB, GUTTER, SIDEWALK, SIDEWALK RAMPS, DRIVEWAY AND ALLEY ENTRANCE**

**340.2 MATERIALS:** Delete the first paragraph and replace with the following:

All concrete shall be class A unless otherwise noted. Concrete shall conform to the requirements of Section 725.



## SECTION 401 TRAFFIC CONTROL

**401.1 DESCRIPTION:** is modified to add:

Traffic control shall be in accordance with *The Manual on Uniform Traffic Control Devices (2009 Edition) & Supplement Part 6*.

The Contractor shall designate an employee other than the superintendent to be the Traffic Control Supervisor (TCS) responsible for implementing and maintaining the approved Traffic Control Plans (TCP). This employee will have access to all emergency numbers, barricade company contacts and coordination with the Construction Manager. This individual will also hold current certification as a Traffic Control Supervisor issued by American Traffic Safety Services Association (ATSSA) or equivalent. The TCS shall maintain a daily log of work zone conditions by date and time. Such log shall be stored on-site and be available to Town of Gilbert representatives. Items which should appear in the daily log include: if the site had been checked before or after each work day, if any maintenance of devices or temporary alterations were conducted, by whom, any evidence of accidents or device damages.

The maximum posted speed through a restricted construction zone shall as directed by the Town Traffic Engineer.

The Contractor shall provide and maintain all necessary traffic controls, to protect and guide traffic for all work in construction areas.

The Contractor shall maintain all existing traffic signs erect, clean and in full view of the intended traffic at all times throughout the project. If any signs interfere with construction, the Contractor shall notify the Construction Manager so that appropriate permission can be given to the Contractor to remove said signs. Signs will be stored in a safe environment so that the integrity of the sign can be maintained until the sign can be reset. The Contractor shall be responsible for having all temporary traffic control signs installed and maintained during construction.

All existing driveways and access to businesses, residences, alleys, parking lots, utility facilities and private property shall be maintained at all times. Short-term closures may be permitted subject to notification to the owner seven calendar days in advance of the proposed closure and the approval of the Town of Gilbert's Traffic Engineer and Construction Manager. At the direction of the Construction Manager, flaggers will be required when the Contractor is working at or restricting any of the driveways for business or private property access. Signing that may be required, as directed by the Town of Gilbert's Engineer, for business access shall be in conformance with the applicable standard for the Town. No direct payment will be made for maintaining access to businesses and private property during construction. Costs for this work shall be considered as included in the respective bid items.



The Contractor shall be required to provide a uniformed off-duty Town of Gilbert police officer to assist with traffic control whenever work is occurring within 300' of an activated signalized intersection or traffic in any one direction is restricted to one lane approaching an activated signalized intersection or at other locations if it should become necessary to improve safety or congestion in the opinion of the Town Traffic Engineer. The Town Traffic Engineer may require that additional off-duty police officers be placed at surrounding signalized or non-signalized intersections to assist with traffic during construction outside of those required in the Traffic Control Plan. The Contractor must provide evidence of workmen's compensation coverage before any officer will be permitted to work. The Contractor must arrange for a police officer five business days in advance of planning construction activities by calling the Town's off-duty Police request line at 480-635-7194.

All traffic flaggers used on the project must be ATSSA (American Traffic Safety Services Association) certified or approved equivalent, or an off-duty Town of Gilbert police officer when approved as called out below. When construction activities take place within 500 feet of a non signalized intersection during peak weekday hours of 6 to 9 AM and 3 to 6 PM, and traffic lanes are restricted or lines of sights are obstructed by the work, a uniformed Town of Gilbert police officer shall be present for all construction activities or as directed by the Town's Traffic Engineer.

The Contractor shall prepare traffic control plans for the project and submit them along with the Traffic Engineering Permit Application for review and approval at least seven (7) working days before the pre-construction conference to the Town Traffic Department. The Town can take up to 20 days to review the plan then an additional 10 days to notify the traveling public of the road restrictions associated with the TCP. The TCP shall include all items necessary to safely control traffic in an around the work area, and address how local access to adjacent properties will be handled in accordance with the specifications herein. Any changes to the traffic control plan during construction shall be submitted to the Town's Traffic Engineer for approval at least seventy-two (72) hours before implementation.

The Contractor is responsible for maintaining accurate dates on all traffic control signs placed on the project.

#### **MAINTAINING TRAFFIC:**

The Contractor is required to maintain one lane of traffic in each direction of travel at all times and left and right turns at existing intersections.

Short-term lane restrictions are permitted during weekends and weekday off-peak traffic periods subject to approval of the Town. Weekends are defined as Saturday morning at 2 a.m. until Monday morning at 2 a.m. Weekday off-peak periods are defined as times outside of 6 a.m. to 9 a.m. and outside of 3 p.m. until 7 p.m. If the Town approves short-term lane restrictions, the Contractor shall be required to maintain at least one lane open in each direction at all times.



## NOTIFICATIONS

The Contractor shall inform all agencies affected by the project work of the construction schedule, traffic restrictions and detours. The notification shall include but not be limited to the following: emergency services, Gilbert Sanitation, Gilbert School Districts, Postal Service, and other agencies as required. All coordination shall be completed and documented in writing to the Town Traffic Engineer. Copies will be provided to the Construction Manager.

## CONSTRUCTION TRAFFIC CONTROL REQUIREMENTS

The Contractor shall provide the Town with traffic control sequence drawings for review and approval a minimum of three (3) weeks prior to the start of construction. The plans need to show the placement of traffic control devices and the work area.

The Contractor will not be allowed to restrict turning movements completely at a major intersection; traffic must be maintained through the intersection.

Outside of working hours, the Contractor shall return the roadway to a minimum of two (2) lanes of traffic in each direction and any open trenches must be fully covered by traffic rated trench plates. All trench plates must be recessed to be level with the existing roadway surface and secured from moving when the speed limit is in excess of 35 mph.

**401.6 MEASUREMENT:** the first paragraph is revised to read:

Measurement for **MAINTENANCE OF TRAFFIC** shall be made on a lump sum basis.

This lump sum measurement shall include all materials, equipment and labor necessary to facilitate traffic control per the contract documents. Items of traffic control include but are not limited to the obliteration of existing and temporary pavement markings used for traffic control, flagmen, barricades, sign panels, sign stands, warning lights, message boards, pilot cars, and related temporary pavements and steel plates.

No direct measurement of individual traffic control elements or devices will be made. All traffic control devices, unless otherwise noted, shall be considered as included in the lump sum measurement for **MAINTENANCE OF TRAFFIC** bid item.

**401.7 PAYMENT:** is modified to add:

Payment for **MAINTENANCE OF TRAFFIC** shall not exceed the contract lump sum price for the work. The Town of Gilbert will allow monthly equal payments prorated over the duration of the project based upon the total project schedule provided by the Contractor at the pre-construction meeting and approved by the Construction Manager. The lump sum price shall include all costs associated with providing all traffic control for the project including; approved traffic control sequence drawings; coordination with the property owners, Town of Gilbert and other agencies listed above; trench plates for traffic crossings; school pedestrian crossings, temporary driveway access openings and providing all temporary traffic control devices and signs required for the project; maintaining existing signs and/or remove and replace existing signs conflicting with



construction operations, and all labor, flagmen, materials, traffic control devices, and miscellaneous incidental items necessary to complete the work.

Traffic control devices and signs shall consist of providing, erecting and maintaining necessary and adequate devices for the protection of the work area and the traveling public, as well as, informing the traveling public of the work areas for the project duration and as deemed necessary by the Town's Traffic Engineer. Non-compliance with maintaining these devices will be grounds for withholding payment on a monthly basis caused by these deficiencies. All deficiencies must be corrected within one shift of being notified of non-compliance or lack of maintenance on devices, such as; dirty panels, burned out lights, missing flags, or devices being damaged or removed.

The Contractor will coordinate and schedule off-duty police officers with the Town of Gilbert as a part of the Contractor's traffic control work. The Town will pay for the officers directly with no payment to the Contractor for this item. The Contractor will be required to present an overall estimate of off duty officer hours required with the submission of his master schedule for the project. Officers charge a minimum of four hours to the project if scheduled. In the event that the Contractor fails to prosecute the work in a timely and orderly fashion, the Town shall notify the Contractor and reserves the right to negotiate a corresponding deductive change order with the Contractor based upon the cost of \$65/hour/officer that the Town will incur for the off duty officers.

Add the following new Section to the MAG Specifications:

## **SECTION 431 LANDSCAPE AND IRRIGATION RESTORATION**

**431.1 GENERAL:** Contractor shall verify exact limits of disturbance with Engineer in all areas designated on the plans as Landscape and Irrigation Restoration Areas. All work shall be in accordance with these specifications and Standard MAG Sections 430 and 440.

Contractor shall remove, salvage and replace existing decomposed granite in all disturbed areas. Contractor shall match color and gradation of any decomposed granite in these Landscape and Irrigation Restoration Areas, and supply granite as necessary to bring disturbed areas back to original condition. Contractor shall contact Engineer for review and approval of Landscape and Irrigation Restoration materials.

Contractor shall repair lighting and electrical components that are disturbed during construction. All electrical work shall be in conformance with MAG, NEC latest standards, and these Special Conditions.



All replacement or repair materials shall match the existing damaged materials. Irrigation materials and components shall be from the same manufacturer as originally installed. Emitters shall have the same volume output as original. PVC pipe may be from a different manufacturer but the grade shall be the same as originally installed.

#### **431.2 CONSTRUCTION REQUIREMENTS:**

**431.2.1 Protection of Existing Vegetation:** The work shall include the protection of all existing plant material. Contractor shall take great care to protect in place all existing plant material. Contractor shall replace in like kind and size any existing plant material removed, damaged, or destroyed as a result of construction as approved by the Engineer. The Contractor shall identify and the Engineer review existing plant materials within the disturbance areas. Salvage and relocate or replace all plant material in conflict with the proposed improvements as designated in Landscape and Irrigation Restoration Areas in like kind and size per the direction of the Engineer.

**431.2.2 Verification of Conditions:** Prior to the start of construction, conduct on-site inspections of plants and vegetation with the Engineer, and identify and inventory the plants and vegetation that are to remain in place during this area tour. Field measure and stake project improvements as needed for establishing the location and limits of disturbance. Plant material that needs to be removed shall be agreed upon between the Contractor and Engineer prior to construction activities beginning.

**431.2.3 Protecting or Restoring Irrigation System:** The work under this item shall consist of testing, reconstructing or modifying the existing irrigation systems that are damaged by the proposed improvements. All work to restore existing irrigation system shall be in accordance with MAG Standard Subsection 440.4. The underground location of the irrigation facilities is unknown. Contractor shall take care to minimize disturbance to these areas.

**431.2.4 Repairing Damaged Plants:** Where damage to vegetation has occurred, prune plants in accordance with Tree Care Industry Association (TCIA) standards to remove branches from the work area, and where needed to maintain the health of the plant. Remove material in a manner that yields minimal impact and is approved by the Engineer.

**431.2.5 Replacing Damaged Plants:** Remove plants that were identified by the Engineer to remain in place, but were damaged during the course of the work to an extent that they cannot be repaired; and replace the damaged plants with new plants of the same type and value. Remove and replace damaged plants as directed by the Engineer. Base the value of plants that are to be replaced on the criteria found in the Council of Tree and Landscape Appraisers' "Guide for Plant Appraisal", as evaluated by the Engineer. Plants shall be replaced at the following sizes or as directed by the Engineer.



<u>Existing Plant Material Size</u>	<u>Replacement Size</u>
Trees:	
2" Caliper	24" Box
4" Caliper	36" Box
6" Caliper	54" Box
Shrubs:	
All Existing Shrubs	5 Gallon

#### **431.3 MEASUREMENT AND BASIS OF PAYMENT:**

Measurement and Payment for the landscape and irrigation restoration areas will be at the contract lump sum price bid which includes all costs, materials, equipment, labor, and operations necessary for full restoration of all decomposed granite, irrigation systems, plant material, and other miscellaneous items to the satisfaction of the Engineer.

## **ADD SECTION 478 INTERCONNECT CONDUIT AND PULL BOX INSTALLATION:**

### **I. FIBER OPTIC PULL BOXES**

#### **1. Description**

The work under this section shall consist of furnishing and installation of No. 7 pull boxes and No. 9 pull boxes. Any existing No. 5 pull boxes shall be replaced with No. 7 pull boxes as shown on plans. All new No. 7 pull boxes shall include extension rings as indicated on the plans and Town of Gilbert Standard Detail 94. The Contractor shall furnish and install racks and hooks in all new No. 9 pull boxes per Town of Gilbert Standard Detail 102.

#### **2. Materials**

A certificate shall be supplied for structural capabilities and materials used in manufacture. All pull box covers shall have the message "TOWN OF GILBERT FIBER OPTIC" cast in one-inch (1") letters. Pull boxes shall not be installed in travel or parking lanes unless prior approval is obtained from the Engineer.

#### **3. Construction**

Pull boxes of the type specified on plans shall be furnished and installed at the locations shown on plans. Pull boxes and conduit sweeps shall be installed in accordance with Town of Gilbert Standard Detail 94 and 102.

Conduits should enter the pull box through knockouts on the side walls. The conduit entries should be vertically and horizontally aligned so that the cable could be pulled through the pull box by using a pull-through sleeve to bridge the gap between entering and exiting conduits.



Where a new No. 9 pull box is to be installed over an existing No. 7 pull box, surrounding material shall be excavated to sufficient depth and extent to install a pre-fabricated floor slab of No. 9 pull box. The walls shall be installed as a bottomless frame leaving slits for existing conduit. Conduit sweeps shall be reconstructed per Standard Detail 94. After walls are installed, existing No. 7 pull box shall be removed and disposed of, conduit slits sealed with "term-a-duct" or approved elastic material, and conduit cut to sufficient length in order to be flush with the No. 9 pull box wall. Shortening of conduit shall be done by a method that will not damage the existing live fiber-optic cable and its jacket. All No. 9 pull boxes shall be installed with rack and hook assemblies as specified in Gilbert Standard Detail # 102. During pull box installation splice closure shall be supported and protected in such a way as to not damage the existing fiber-optic cable.

All relocation of pull boxes to avoid driveways and/or other structures shall be approved by the Engineer and documented by the Contractor on the as-built plans.

Pull boxes shall be set and adjusted so that they are 2" above finished grade. When no grade is established pull boxes shall be set as requested by the Engineer.

All pull box covers shall be secured with the required bolts and washers before final acceptance of the project.

All pull boxes shall be left free of dirt and debris upon completion of the work.

## **II FIBER OPTIC CONDUIT**

### **1. Description**

The work under this section shall consist of furnishing, installing, and testing for continuity and integrity of the fiber optic conduits, pull tape, warning tape, and duct plugs as shown on the plans.

### **2. Materials**

All conduit and conduit fittings shall be listed by UL, and conform to NEC standards. Except as specified below, all conduit to be installed underground or in concrete structures shall be rigid polyvinyl chloride (PVC) rigid nonmetallic type conforming to the requirements of UL 651 for Rigid Nonmetallic Conduit. PVC conduit and conduit fittings shall be Schedule 40, heavy wall, manufactured from high impact material and shall be rated for use at 90° C.

All exposed conduit and conduit fittings to be installed above ground shall be rigid metallic type manufactured of galvanized steel conforming to requirements of UL 6 for Rigid Metallic Conduit and to NEC standards.



Conduit that is either occupied or designated for installation of fiber optic cable shall meet the following requirements:

Bends used for fiber optic conduit runs shall exceed:

Conduit Size	Min. Radius
2"	24"
2 1/2"	30"
3"	36"
4"	48"

### 3. Conduit and Inner Duct Plugs

Conduit plugs, caps, or sealing fittings for sealing empty conduit and occupied conduit shall be durable, easily removable, reusable, and produce a watertight seal. Plugs, caps, and sealing fittings shall be designed for the diameter of the conduit and cable, shall cause no damage to the cable when installed, and shall have a rope tie on the inside end for connection of a pull rope. Plugs, caps, or sealing fittings used for fiber optic conduit shall provide a watertight and airtight seal of at least 20 psi. Plugs that seal conduits containing fiber optic cable shall be of the split design to allow installation and removal around in-place cables. Plugs, caps, or sealing fittings shall be approved by the Engineer.

### 4. Fiber Optic Conduit Warning Tape

Fiber optic conduit warning tape shall be a four (4) mil inert plastic film specially formulated for prolonged use underground and shall be a minimum of 3 inches wide. All tape shall be highly resistant to alkalis, acids, and other destructive agents found in the soil. Tape shall have a continuous printed message warning that will bear the words "CAUTION FIBER OPTIC" in black letters on an orange background, or approved equivalent. Fiber optic conduit warning tape shall connect into pull boxes.

### 5. Pull tape

Detectable pull tape shall have a minimum 2500 lbs pulling capacity and shall be NETPCO MULETAPE DP2500P or approved equal.

### 6. Construction Requirements

**(A) General Requirements:** Conduit shall be furnished and installed at the locations and of the sizes shown on the Fiber Optic Conduit Plans. Unless changes are necessary to avoid underground obstructions all underground conduit shall be installed in a straight line from pull box to pull box and/or from foundation to pull box and shall be of one continuous size. Any change in conduit routing must be approved by the Engineer and documented by the Contractor on as-built plans.

All PVC conduits shall be stored and handled in an approved manner to minimize ultraviolet deterioration due to exposure to sunlight.



The PVC conduit shall be cut square and trimmed to remove all rough edges. PVC conduit connections shall be of the solvent weld type. Purple primer conforming to the requirements of ASTM F 656 shall be applied to the joined surfaces prior to use of cement. The joint cement shall be the gray PVC cement conforming to the requirements of ASTM D 2564. Where a connection is made to rigid metallic conduit, the coupling used shall be a PVC female adapter.

Expansion joint fittings shall not be installed in PVC conduit runs between pull boxes unless specified. Expansion joint fittings shall be installed in conduit runs in which both ends of the conduit are fixed in place, such as conduit runs between two foundations. Expansion joint fittings shall be installed in conduit runs which cross a concrete structure expansion joint. Approved expansion fittings shall allow for a linear thermal expansion of up to 6 inches.

Conduit embedded in concrete structures shall be securely attached to the reinforcing steel at intervals of approximately 12 inches. Expansion fittings shall be installed where conduit crosses expansion joints in the structure. Where bonding is not continuous, expansion fittings shall be provided with a bonding jumper of number 6 AWG flexible wire. Where it is not possible to use expansion fittings, sleeves of sufficient size shall be installed to provide a minimum ½-inch clearance between the conduit and the inside wall of the sleeve. The sleeve shall be discontinuous at the expansion joints.

Field PVC conduit bends shall be made without crimping or flattening, using the longest radius practical but not less than specified in section II, 2. Collapsed conduit, no matter how small, is not acceptable. When obstructions are encountered during installation and fiber optic conduit cannot be economically located elsewhere, the obstruction shall be bypassed by deflecting the conduit at a rate of at least 10:1. Minimum 4' radius, maximum 45° bends may be used to avoid obstructions at locations where 10:1 deflection is not possible, provided the least degree bend needed to clear the obstruction is used. Flexible bends may be utilized when needed to facilitate proper location of the fiber optic conduit, only at locations approved by the Engineer. Fiber optic conduit runs between any two pull boxes shall not employ more than 4 bends, or exceed an angular sum of 270°. The number of bends between pull box and foundations shall not contain more than equivalent of two quarter bends (180 degrees, total), including the bends at the pull boxes or foundations, unless authorized by the Engineer.

Conduit entering pull boxes shall terminate a minimum of 3" inside the box wall. The conduit shall be between 2" and 4" above the bottom of the pull box and shall be sloped to facilitate the pulling of cables. Conduit entering through the bottom of a pull box shall be located near the sides and ends and extend no more than 4" above the bottom of the pull box including the length of the conduit bell end in order to leave the major interior portion clear. At all outlets, conduits shall enter from the direction of the run and allow for expansion and contraction.



All occupied conduit and conduit for future use shall have a detectable pull tape with a minimum 2500 lbs pulling capacity (NETPCO MULETAPE DP2500P, or approved equal). Detectable pull tape shall be installed from pull box to pull box, and from pull box to cabinet. Detectable pull tape shall be installed in each non-metallic fiber optic multiduct with one pull tape in each innerduct. The pull tape will be considered as an integral part of the conduit installation. The tape will extend 24 inches beyond each end of the PVC conduit run and shall be attached to the plug, cap, or sealing fitting on each end of the conduit. Conduit ends shall be capped with conduit end cap fittings. All empty and occupied fiber optic conduits and innerducts shall be sealed with a cap or plug at each end. Conduit end cap shall remain in place until cabling is started. When end caps are removed, PVC ends shall be provided with an approved conduit end bell. End bells shall be installed prior to the installation of the conductors. Approved insulated grounding bushings shall be used on steel conduit ends.

No more than one week prior to installation of any cable, all new and existing empty conduit runs in which cable is to be installed, shall be cleared/cleaned by pulling through a metal-disc mandrel of diameter 10% smaller than the inside diameter of the conduit and at least 8" long, or brushed, or swabbed, as the situation requires. Also, detectable pull tape shall be re-installed with all new and existing conduits.

During shipping and while on the job site, the open ends of all runs of ducts, conduit, and multiduct conduit shall be sealed with removable caps, plugs, or sealing fittings to prevent the entry of rodents, dirt, sand and other foreign materials. These caps, plugs, or sealing fittings shall be removed only when the Contractor is in the act of joining sections together, testing, or pulling cable. The open ends shall be immediately recapped or resealed after completion of these activities. This requirement shall be met for all empty or occupied ducts, conduit, and multiduct conduit located anywhere on the Project site, including but not limited to those at equipment enclosures and pull boxes.

If temporary caps or seals are used, the methods and materials shall be approved by the Engineer. Temporary caps and seals shall be replaced with caps, sealing fittings, or plugs conforming to the requirements of the Specifications prior to acceptance.

The Contractor shall place warning tape (as specified in Section 4) in all open trenches in which conduit are placed. Fiber optic warning tape shall be installed above fiber optic conduit installed in open trenches. The message side shall be face up. If electrical conduit shares the same trench, the conduit warning tape for the electrical conduit is not required. All warning tape shall be buried at a depth of 36" below final grade unless prior approval is obtained from the Engineer.

Where conduit is to be installed under existing roadway pavement by jacking or drilling methods, the jacking and/or drilling pits shall be kept 2 feet clear of the edge of the pavement. Conduit installed in railroad right-of-way shall be installed in accordance with the requirements of the railroad company.



**(B) Depth Requirements:** Fiber optic conduit shall be installed at a minimum depth of 48" to the top of the conduit except at pull box locations unless prior approval is obtained from the Engineer.

**(C) Conduit Boring, Trenching, Backfilling, and Compaction:** Conduit shall be installed in trench by horizontal boring underneath the paved roadway, driveways and under matured driveways as indicated on the drawings.

Installation by boring shall be a method proposed by the Contractor and approved by the Engineer. Sleeves (if required) shall be installed by a method approved by the Engineer. Sleeves shall be black steel pipe, 6" for one 4" conduit, and 10" for two 4" conduits. The depth of the sleeve installation varies depending on conflicts with existing utilities and obstructions.

The Town reserves the right to require the Contractor to submit a bore profile showing the proposed fiber optic locations with relation to all existing utilities and finished grade. All utilities and proposed conduit shall be shown with sizes and elevations dimensioned. If a boring profile is requested by the Town, no work shall be started until the Contractor receives approval from the Engineer.

Expansion fittings shall be installed on all conduits at one end of the steel pipe if sleeve is less than 100' in length, and at both ends if the steel sleeve is 100' or greater in length. The expansion fittings shall be installed a minimum of 3' from the end of the steel pipe sleeve.

All boring recovery pits shall be saw cut, and be free of rough edges.

Installation by trenching shall be per Town of Gilbert Standard Detail 100.

Prior to any trenching, the Contractor shall verify with utility, the existence of any cathodic protection in all existing utilities and restore existing cathodic protection when severed during construction.

Trenches shall not be excavated wider than necessary for the proper placement of conduit and pull boxes. Trenching shall be done in accordance with MAG Section 601. Backfilling, compaction and bedding of conduit runs shall be in accordance with MAG Section 601.4.9.

Controlled Low Strength Material (CLSM) consisting of 150 psi. concrete shall be installed in the bottom 24" of the trench encasing the conduit (1 sack slurry). The CLSM depth will vary at pull boxes to remain six inches clear of the finished grade. CLSM shall be placed in such a manner to avoid voids of segregation of material.

Open trench excavation across any existing paved areas, shall have two (2) parallel cuts made at a distance not to exceed 16 inches. All removal and replacement of existing paved areas shall be in accordance with MAG Section 336.



Open trench excavation across an existing Portland concrete area shall have two (2) parallel cuts made at a distance not to exceed 16 inches. All removal and replacement of existing Portland concrete areas shall be done in accordance with MAG Section 336.

After each excavation is complete and materials in place, the Contractor shall notify the Engineer for inspection, and under no circumstances shall any underground material or equipment be covered with fill without proper approval.

After installation of conduits, the ground surface shall be returned to its original grade and condition. Any disturbed landscaping including trees, shrubs, and monument signs shall be replaced to restore original conditions.

#### **7. Testing of existing conduit**

All existing empty conduit designated for the fiber-optic cable installation shall be tested for continuity and integrity before fiber-optic cable installation. Existing empty conduit runs in which cable is to be installed, shall be cleared/cleaned by pulling through a metal-disc mandrel of diameter 10% smaller than the inside diameter of the conduit and at least 8" long, or brushed, or swabbed, as the situation requires. If the conduit found to be not continuous, missing or broken, or in any other way damaged and unsuitable for pulling of the fiber optic cable, the Contractor shall expose the damaged conduit, take photographs that will clearly show the damage and the surrounding street area and will notify Town of Gilbert inspectors immediately. No repair work shall be done, until approval for repair is obtained from the Town of Gilbert inspection staff. The Contractor is hereby notified that the project involves different conduit sizes and ball mandrels will not be allowed.

**A Town of Gilbert Controlled Allowance has been added to the contract to cover unforeseen conduit damage that may be discovered that is not shown on the plans.**

### **III MAXCELL FABRIC INNERDUCT**

#### **1. Description**

The work under this section shall consist of furnishing and installing two packs (6 cells) of the Maxcell Fabric Innerduct in the 3" conduit between the No. 9 pull boxes located on each side of the EMF Bridge. Each cell of the innerduct shall have detectable tape and pull tape. Any excess material shall become the property of the Town of Gilbert and shall be delivered to the Town's Traffic Operations Center located at 529 North Lindsay Road, Gilbert, AZ 85234. Contact person is Rick Hooker, 480-503-6933.